



## Iraq Governance and Performance Accountability Project (IGPA)

Request For Proposals (RFP)

No. RFP-DAI-IGPA-19-0124 Provision of Legal Services

Issue Date: July 01, 2019

**WARNING:** Prospective Offerors who have received this document from a source other than the Iraq Governance and Performance Accountability project, Babylon-Warwick Hotel, [ProcurementIGPA@dai.com](mailto:ProcurementIGPA@dai.com), [IGPAProcurementINBOX@dai.com](mailto:IGPAProcurementINBOX@dai.com), should immediately contact [IGPAProcurementINBOX@dai.com](mailto:IGPAProcurementINBOX@dai.com) and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be distributed via [IGPAProcurementINBOX@dai.com](mailto:IGPAProcurementINBOX@dai.com).

**Table of Contents**

- 1. Introduction and Purpose .....4**
  - 1.1 Purpose ..... 4
  - 1.2 Issuing Office ..... 4
  - 1.3 Type of Award Anticipated ..... 4
- 2. General Instructions to Offerors.....4**
  - 2.1 General Instructions..... 4
  - 2.2 Proposal Cover Letter ..... 4
  - 2.3 Questions regarding the RFP ..... 5
- 3. Instructions for the Preparation of Technical Proposals .....5**
  - 3.1 Services Specified..... 5
  - 3.2 Technical Evaluation Criteria ..... 5
- 4. Instructions for the Preparation of Cost/Price Proposals .....6**
  - 4.1 Cost/Price Proposals ..... 6
- 5. Basis of Award.....6**
  - 5.1 Best Value Determination..... 6
  - 5.2 Responsibility Determination ..... 6
- 6. Inspection & Acceptance.....6**
- 7. Compliance with Terms and Conditions.....7**
  - 7.1 General Terms and Conditions..... 7
  - 7.2 Source and Nationality..... 7
  - 7.1 Data Universal Numbering System (DUNS) ..... 7
- 8. Procurement Ethics .....7**
- 9. Attachments.....9**
  - 9.1 Attachment A: Scope of Work for Services or Technical Specifications ..... 9
  - 9.2 Attachment B: Proposal Cover Letter ..... 10
  - 9.4 Attachment D: Past Performance Form..... 12
  - 9.5 Attachment E: Representations and Certifications of Compliance ..... 13
  - 9.6 Attachment F: Proposal Checklist ..... 14

**Synopsis of the RFP**

RFP No.	RFP-DAI-IGPA-19-0124 Legal Services
Issue Date	July 01, 2019
Title	Provision of Legal Services
Issuing Office & Email/Physical Address for Submission of Proposals	Iraq Governance and Performance Accountability Project, Baghdad Office Al Jadiryia, Baghdad <a href="mailto:ProcurementIGPA@dai.com">ProcurementIGPA@dai.com</a>
Deadline for Receipt of Questions	July 7 <sup>th</sup> , 2019, 5:00pm Baghdad time
Deadline for Receipt of Proposals	July 11 <sup>th</sup> , 2019, 5:00pm Baghdad time
Point of Contact	<a href="mailto:IGPAProcurementINBOX@dai.com">IGPAProcurementINBOX@dai.com</a>
Anticipated Award Type	Firm Fixed Price Purchase Order.
Basis for Award	An award will be made based on the Trade Off Method. The award will be issued to the responsible and reasonable offeror who provides the best value to DAI and its client using a combination of technical and cost/price factors.

## 1. Introduction and Purpose

### 1.1 Purpose

DAI, the implementer of the USAID-funded Iraq Governance and Performance Accountability (IGPA) project, invites qualified offerors to submit proposals to supply and deliver legal services in support of program implementation. The Service Provider will provide legal guidance including labor law interpretation.

### 1.2 Issuing Office

The Issuing Office and Contact Person noted in the above synopsis is the sole point of contact at DAI for purposes of this RFP. Any prospective offeror who fails to register their interest with this office assumes complete responsibility in the event that they do not receive direct communications (amendments, answers to questions, etc.) prior to the closing date.

### 1.3 Type of Award Anticipated

DAI anticipates awarding a Firm Fixed Price Purchase Order. This award type is subject to change during the course of negotiations.

## 2. General Instructions to Offerors

### 2.1 General Instructions

“Offeror”, “Subcontractor”, and/or “Bidder” means a firm proposing the work under this RFP. “Offer” and/or “Proposal” means the package of documents the firm submits to propose the work.

Offerors wishing to respond to this RFP must submit proposals, in English, in accordance with the following instructions. Offerors are required to review all instructions and specifications contained in this RFP. Failure to do so will be at the Offeror’s risk. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order. Offerors will not be reimbursed for any costs associated with the preparation or submission of their proposal. DAI shall in no case be responsible for liable for these costs.

Proposals are due no later than **July 11<sup>th</sup>, 2019, 5:00pm** Baghdad time, to be submitted to [ProcurementIGPA@dai.com](mailto:ProcurementIGPA@dai.com). The RFP number and title of the activity must be stated in the subject line of the email. Technical and cost proposals may be submitted in the same email. Late offers will be rejected except under extraordinary circumstances at DAI’s discretion. All proposals submitted in hardcopy shall be sealed and labeled with the RFP Number.

The submission to DAI of a proposal in response to this RFP will constitute an offer and indicates the Offeror’s agreement to the terms and conditions in this RFP and any attachments hereto. DAI reserves the right not to evaluate a non-responsive or incomplete proposal.

### 2.2 Proposal Cover Letter

A cover letter shall be included with the proposal on the Offeror’s company letterhead with a duly authorized signature and company stamp/seal using Attachment B as a template for the format. The cover letter shall include the following items:

- The Offeror will certify a validity period of 90 days for the prices provided.
- Acknowledge the solicitation amendments received.

**2.3 Questions regarding the RFP**

Each Offeror is responsible for reading and complying with the terms and conditions of this RFP. Requests for clarification or additional information must be submitted in writing via email or in writing to the Issuing Office as specified in the Synopsis above. No questions will be answered by phone. Any verbal information received from a DAI or IGPA employee or other entity shall not be considered as an official response to any question regarding this RFP.

Copies of questions and responses will be distributed in writing to all prospective bidders who are on record as having received this RFP after the submission date specified in the Synopsis above.

**3. Instructions for the Preparation of Technical Proposals**

Technical proposals shall be clearly labeled as “VOLUME I: TECHNICAL PROPOSAL”.

Technical proposals shall include the following contents

1. Technical Approach - Description of the proposed services which meets or exceeds the stated technical specifications or scope of work. The proposal must show how the Offeror plans to complete the work and describe an approach that demonstrates the achievement of timely and acceptable performance of the work. In this section, please include a detailed explanation of the estimated hours required to perform the range of legal services requested;
2. Management approach – Description of the Offeror’s staff assigned to the project. The proposal should describe how the proposed team members have the necessary experience and capabilities to carry out the Technical Approach. Please also provide a description of firm size, structure, and areas of practices that are applicable.
3. Past Performance –Provide a list of at least three (3) recent awards of similar scope and duration, specifically relating to work with international organizations and USAID are highly desirable. The information shall be supplied as a table, and shall include the legal name and address of the organization for which services were performed, a description of work performed, the duration of the work and the value of the contract, description of any problems encountered and how it was resolved, and a current contact phone number of a responsible and knowledgeable representative of the organization. See Attachment F.

**3.1 Services Specified**

For this RFP, DAI is in need of the services described in Attachment A.

**3.2 Technical Evaluation Criteria**

Each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost/Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost/price, when combined, are considered significantly more important than cost/price factors.

Evaluation Criteria	Maximum Points
Technical Approach	25 points
Management Approach or Personnel Qualifications	40 points
Corporate Capabilities or Past Performance	35 points
<b>TOTAL</b>	<b>100 points</b>

## 4. Instructions for the Preparation of Cost/Price Proposals

### 4.1 Cost/Price Proposals

Cost/Price proposals shall be clearly labeled as "VOLUME II: COST/PRICE PROPOSAL".

The Subcontractor is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

## 5. Basis of Award

### 5.1 Best Value Determination

DAI will review all proposals, and make an award based on the technical and cost evaluation criteria stated above, and select the offeror whose proposal provides the best value to DAI. DAI may also exclude an offer from consideration if it determines that an Offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. DAI may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

DAI may award to an Offeror without discussions. Therefore, the initial offer **must contain the Offeror's best price and technical terms.**

### 5.2 Responsibility Determination

DAI will not enter into any type of agreement with an Offeror prior to ensuring the Offeror's responsibility. When assessing an Offeror's responsibility, the following factors are taken into consideration:

1. Provide evidence of the required business licenses to operate in the host country.
2. Evidence of a DUNS number (explained below and instructions available upon request).
3. The source, origin and nationality of the products or services are not from a Prohibited Country (explained below).
4. Having adequate financial resources to finance and perform the work or deliver goods or the ability to obtain financial resources without receiving advance funds from DAI.
5. Ability to comply with required or proposed delivery or performance schedules.
6. Have a satisfactory past performance record.
7. Have a satisfactory record of integrity and business ethics.
8. Have the necessary organization, experience, accounting and operational controls and technical skills.
9. Have the necessary production, construction and technical equipment and facilities if applicable.
10. Be qualified and eligible to perform work under applicable laws and regulations.

## 6. Inspection & Acceptance

The designated DAI Project Manager will inspect from time to time the services being performed to determine whether the activities are being performed in a satisfactory manner, and that all equipment or supplies are of acceptable quality and standards. The subcontractor shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Chief of Party as a result of such inspection.

## 7. Compliance with Terms and Conditions

### 7.1 General Terms and Conditions

Offerors agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment G.

### 7.2 Source and Nationality

Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries.

**Geographic Code 937:** Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries: excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at:

<http://www.usaid.gov/policy/ads/300/310maa.pdf> and

<http://www.usaid.gov/policy/ads/300/310mab.pdf> respectively.

### 7.1 Data Universal Numbering System (DUNS)

There is a **mandatory** requirement for your organization to provide a DUNS number to DAI. The Data Universal Numbering System is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a "DUNS number" to a single business entity. Without a DUNS number, DAI cannot deem an Offeror "responsible" to conduct business with and therefore, DAI will not enter into a subcontract/purchase order or monetary agreement with any organization. The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a DUNS number to DAI. Offerors who fail to provide a DUNS number will not receive an award and DAI will select an alternate Offeror.

All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$25,000 and above **are required** to obtain a DUNS number prior to signing of the agreement.

Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Offerors sign the self-certification statement if the Offeror claims exemption for this reason.

Instructions for obtaining a DUNS number will be sent to the selected vendor upon request.

For those not required to obtain a DUNS number, DAI will send the "Self-Certification for Exemption from DUNS Requirement" form to the selected vendor upon request.

## 8. Procurement Ethics

Neither payment nor preference shall be made by either the Offeror, or by any DAI staff, in an attempt to affect the results of the award. DAI treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and DAI employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Offeror or the DAI staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via email to [FPI\\_hotline@dai.com](mailto:FPI_hotline@dai.com). DAI ensures anonymity and an unbiased, serious review and treatment of the information provided. Such practice may result in the cancellation of the procurement and disqualification of the Offeror's participation in this, and future, procurements. Violators will be

reported to USAID, and as a result, may be reported to the U.S. Department of Justice to be included in a Restricted Parties list, preventing them from participating in future U.S. Government business.

Offerors must provide full, accurate and complete information in response to this solicitation. The penalty for materially false responses is prescribed in Section 1001 of Title 18 of the United States Code.

In addition, DAI takes the payment of USAID funds to pay Terrorists, or groups supporting Terrorists, or other parties in exchange for protection very seriously. Should the Terrorist, groups or other parties attempt to extort/demand payment from your organization you are asked to immediately report the incident to DAI's Ethics and Compliance Anonymous Hotline at the contacts described in this clause.

By submitting an offeror, offerors certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted.



## 9. Attachments

### 9.1 Attachment A: Scope of Work for Services or Technical Specifications

#### Provision of Legal Services

##### I. Purpose

IGPA/Takamul seeks to identify a legal firm for a long-term engagement for ad hoc advice and guidance as it relates to IGPA/Takamul's implementation of activities in Iraq for an initial term of 12 months.

##### II. Scope of tasks

IGPA/Takamul will engage the selected firm for ad hoc guidance on topics including but not limited to the following:

#### Labor Law

- Legal review of IGPA/Takamul standard agreements and templates, including detailed recommended changes in order to be compliant with local law requirements.
- Drafting detailed, written legal opinions on matters that arise during project implementation, including human resources issues, assessing legal risk, and providing legal advice during disputes.
- Provide detailed guidance on how IGPA/Takamul can make use of foreign short-term consultants in compliance with local labor regulations related to business visas and short term work authorizations, including guidance on when a short-term work communication is required and when a business visa is sufficient.
- Provision of guidance to ensure meets local labor law requirements
- Provide legal advice on local registration, statutory requirements, labor and tax laws etc. to help IGPA/Takamul to remain in compliance while operating in Iraq.
- Provide ad hoc guidance on labor law interpretation as requested

#### Tax Code

- Provide legal advice on payroll, work permits and taxation, including cases for expatriates.
- Provide ad hoc guidance on taxation related issues as requested

#### Requirements:

- Prior experience working with USAID-funded organizations in Iraq is highly desirable;
- Detailed knowledge of the filing processes and procedures with Government ministries, specifically as it relates to contractors financed by USG funds;
- Strong familiarity and experience with the Government of Iraq;
- **Staff assigned must be fluent in spoken and written English; and,**
- **Ability and tools to communicate internationally by telephone/skype**

**9.2 Attachment B: Proposal Cover Letter**

[On Firm's Letterhead]

<Insert date>

TO: Click here to enter text.

Development Alternatives, Inc.

We, the undersigned, provide the attached proposal in accordance with **RFP**-Click here to enter text.-Click here to enter text. issued on Click here to enter text.. Our attached proposal is for the total price of <Sum in Words (\$0.00 Sum in Figures) >. I certify a validity period of 90 days for the prices provided in the attached Price Schedule/Bill of Quantities. Our proposal shall be binding upon us subject to the modifications resulting from any discussions.

*Offeror shall verify here the items specified in this RFP document.*

We understand that DAI is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Click here to enter text.

Name of Firm: Click here to enter text.

Address: Click here to enter text.

Telephone: Click here to enter text.

Email: Click here to enter text.

Company Seal/Stamp:

**9.3 Attachment C: Price Schedule**

Item Number	Item Name	Description/Specifications	Quantity	Unit Price	Total Price
1	Legal services	Described in 9.1 Attachment A: Scope of Work	12 months		
<b>GRAND TOTAL IN</b> <a href="#">Click here to enter text.</a>					
<b>GRAND TOTAL IN UNITED STATES DOLLARS</b>					\$

**Attachment D: Past Performance Form**

Include projects that best illustrate your work experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past six years may be taken into consideration at the discretion of the evaluation committee.

#	Project Title	Description of Activities	Location Province/District	Client Name/Tel No	Cost in US\$	Start-End Dates	Completed on schedule (Yes/No)	Completion Letter Received? (Yes/No)	Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)
1									
2									
3									
4									
5									

## 9.4 Attachment E: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at [www.SAM.gov](http://www.SAM.gov)) or the United Nations Security Designation List (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
5. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
6. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information.
7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
8. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
9. Labor Laws – The Bidder certifies that it is in compliance with all labor laws.
10. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
11. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

## 9.5 Attachment F: Proposal Checklist

Offeror: \_\_\_\_\_

Have you?

Submitted your proposal to DAI in a sealed envelope to the address (electronic or mailing) as specified in General Instructions above?

Does your proposal include the following?

Signed Cover Letter (*use template in Attachment B*)

Separate Technical and Cost proposals individually sealed and labeled as Volume I and Volume II respectfully.

Proposal of the Product or Service that meets the technical requirements as per Attachment A

Response to each of the evaluation criteria

Documents used to determine Responsibility

Evidence of a DUNS Number OR Self Certification for Exemption from DUNS Requirement

Past Performance (*use template in Attachment F*)