



Request for Quotations (RFQ)

RFQ Number: 1118_FY24_Nov-RFQ-08

Issuance Date: 23 December 2024

Deadline for Offers: 7 January 2025, 5:00 PM Baghdad local time (UTC +3:00)

Description: RFQ for Blanket Purchase Agreement (BPA) for Legal Services

For: USAID-funded Iraq Civil Society Activity (ICSA) -Tafa'aol

Funded By: United States Agency for International Development (USAID),
Cooperative Agreement No. 72026723CA00001

Implemented By: Counterpart International Inc.

Section 1: Instructions to Offerors

1. **Introduction:** The Iraq Civil Society Activity (ICSA)– Tafa'aol Project is a USAID program implemented by Counterpart International in Iraq. The goal of Tafa'aol is to strengthen citizen engagement and participation in the public sphere, as well as to strengthen and expand the capacity of civil society organizations for representing the interests of citizens and advancing community development. In support of project activities, Tafa'aol requires a licensed and registered firm or individual to provide legal services to the project.

The purpose of this RFQ is to solicit quotations from eligible Vendors for legal services relating to Counterpart's operations in Federal Iraq. As a result of this RFQ, the ICSA Tafa'aol Project anticipates issuing one BPA to establish specific pricing levels and specifications for these services. This will allow the ICSA Tafa'aol Project to issue specific ordering documents, on an as-needed basis, for the procurement of these items over the next 12 months. The Vendor shall furnish the services described in any ordering documents issued by Counterpart under this BPA. Counterpart is only obligated to pay for services ordered through ordering documents issued under this BPA and delivered by the Vendor in accordance with the terms/conditions of this BPA.

Offerors are responsible for ensuring that their offers are received by Counterpart in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.



2. **Offer Deadline and Protocol:** Offers must be received no later than 5:00 pm, Baghdad time on 7 January 2025, by email sent to procurement.iraqcsa@counterpart.org.

Please reference the RFQ number in any response to this RFQ. Offers received after this time and date will be considered late and will only be considered at the discretion of Counterpart.

3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 5:00 pm local Baghdad time on 28 December 2024 by email to procurement.iraqcsa@counterpart.org. Questions and requests for clarification – and the responses thereto – will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Counterpart will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Counterpart, or any other entity should not be considered as an official response to any questions regarding this RFQ.

4. **Specifications:** Section 3, “Technical Specifications and Technical Requirements” contains the technical specifications of the services that may be ordered under the BPA.

At this time, specific quantities to be purchased under any BPA resulting from this RFQ are unknown. Frequencies will depend on the needs of the “ICSA Tafa’aoi” Project. Individual ordering documents will be issued under the BPA agreement, as the need arises for additional services.

5. **Quotations:** The per-unit pricing in quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in USD Counterpart will pay in US Dollars or Iraq Dinar per instructions of the Central Bank. Offers must remain valid for not less than ninety (90) calendar days after the offer deadline.

In addition, offerors responding to this RFQ are requested to submit the following:

- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license in Iraq.
- Portfolio/brochure of their services, list of clients, and any other information in support of their quotation.
- Legal Identity: Full legal name and physical address of the company.
- Registration Credentials: Attach corporate and tax registration certificates.
- Establishment: Year of establishment or commencement of business operations.
- Legal Representative: Full name and title of the president or managing director.
- Ownership: Names of individuals or entities with an ownership stake of 50% or more.



- Small Business Status (U.S. Companies Only): Indicate if you are registered as a Small Business, including categories such as Woman-Owned, Veteran-Owned, Minority-Owned, Disabled, or Service-Disabled Veteran-Owned.
 - Bank Details will be required after an offeror is selected.
6. **Delivery:** The service location for the legal services described in this RFQ is federal Iraq. As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.
7. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 937** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Iraq.
- Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.
8. **Taxes and VAT:** The ICSA Tafa'aol Project is exempt from cooperating country taxes, duties, and VAT. As such, all prices must be presented exclusive of any taxes, duties, and VAT.
9. **Ethical and Social Operating Standards:**
Vendor hereby agrees that Vendor and Vendor's employees and subcontractors, if any, shall abide by and follow all established written policies of Counterpart International related to work conduct, including, but not limited to, The Counterpart International code of conduct. The Counterpart International code of conduct (<https://www.counterpart.org/wp-content/uploads/2020/02/Global-Code-of-Conduct-2020.pdf>) vendors, inter alia, that Counterpart International does "not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances." Counterpart International's procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in Counterpart International's operations.
- Vendor hereby acknowledges that Counterpart International will not tolerate any form of retaliation against Vendor, Vendor's employees or subcontractors, if any. Counterpart International hereby requests that Vendor:
- (i) inform Counterpart International in the event of any retaliation by an Counterpart International worker against Vendor, Vendor's employees or subcontractors (if any) for having made a good faith disclosure during the Term, and
 - (ii) report such events by notifying an Counterpart International supervisor locally or by using Counterpart International's confidential email address: whistleblower@counterpart.org, Ethicspoint, which can be accessed at www.ethicspoint.com.
10. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Counterpart will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.



11. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and is determined via a **trade-off** analysis to be the best value based on application of the following evaluation criteria.

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, and Methodology	Technical expertise: does the offeror have the technical capacity to provide legal services to NGOs in the field of registration, tax clearance, social security, financial report, visas, residencies, and letters of approvals from security authorities. particularly as applied to USAID implemented projects?	20 points
	Does the offeror have the technical expertise to provide the services described in Section 3 of this RFQ? Does the offeror demonstrate these capabilities in English showing sound communication skills and effectively communicating the services to be provided?	10 Points
	Sector Knowledge: Does the offeror demonstrate their knowledge related to technical sectors required by the Scope of Work? Offerors should provide a brief overview of past performance in the Iraq legal environment, particularly in relations to operations of USAID implementing partners registered Iraq.	20 points
Total Points – Technical Approach		50 points
Management, Key Personnel, and Staffing Plan	Personnel Qualifications: Does the Offeror demonstrate understanding of the needs set forth in the Technical Specifications and that services will be conducted by experienced staff. CVs of staff demonstrate a team experienced in providing legal services to international NGOs working and USAID projects in Iraq.	15 points
Total Points – Management		15 points
Corporate Capabilities, Experience, and Past Performance	Company Background and Experience: Does the offeror have a record of well-established and successful delivery of similar services? Has the offeror provided evidence of its ability to provide legal services through references that can affirm its technical qualifications?	15 points
Cost	Cost: Companies are requested to submit their best and final offer price. Cost will be evaluated to identify the best value determined of the required service/s.	20 points
Total Points – Corporate Capabilities		35 points
Total Points		100 points

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Counterpart reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award(s) will be made solely on the basis of these original quotations. However, Counterpart reserves the right to conduct any of the following:



- Counterpart may conduct negotiations with and/or request clarifications from any offeror prior to award.
- Counterpart may conduct interviews of Offerors found to be most qualified to perform the services required, based upon the criteria listed in this RFQ. If so, the offerors will be notified in advance of the exact interview date and time.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Counterpart may issue a partial award or split the award among various Vendors, if in the best interest of the ICSA Tafa'aol Project.
- Counterpart may cancel this RFQ at any time.
- Counterpart may reject any and all offers, if such action is considered to be in the best interest of Counterpart.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the ICSA Tafa'aol Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Counterpart, at its sole discretion, will make a final decision on the protest for this procurement.

12. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Counterpart, the ICSA Tafa'aol Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Counterpart' standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Counterpart' standard payment terms are net 30 days after receipt and acceptance of any product or deliverables. Payment for ordering documents issued under any BPA resulting from this RFQ will only be issued to the entity submitting the offer in response to this RFQ and identified in the corresponding BPA award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be in the form of a Blanket Purchase Agreement (BPA). The ICSA Tafa'aol Project anticipates issuing one BPA under which specific ordering documents can be issued—on an as-needed basis—at the pricing levels established in the BPA. When the need arises for the services described in the BPA, the ICSA Tafa'aol Project will issue an ordering document to the BPA-holder. If there are multiple BPA-holders as a result of this RFQ, the ordering document will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time. Any BPA issued as a result of this RFQ will have a minimum duration of 12-24 months. The Vendor shall furnish the services described in any ordering documents issued by the ICSA Tafa'aol Project under the BPA. The ICSA Tafa'aol Project is only obligated to pay for services to the extent ordering documents are issued under any BPA resulting from this RFQ.
- (c) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.



- (d) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The Vendor under any award resulting from this RFQ must ensure compliance with these laws.



Section 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ 1118_FY24_Nov-RFQ-08

- ☐ Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- ☐ Official quotation, including specifications of offered services (see Section 3 for example format)
- ☐ Copy of offeror's registration or business license.
- ☐ 3 references (Company name, contact name(s), title(s), phone number(s), e-mail addresses(s)), for similar services provided to Non-Governmental Organizations (NGOs) in Iraq.
- ☐ CVs of staff available to provide legal services. Staff must have the required legal training, at least 3 years legal service experience and must be fluent in written and spoken English.



Section 3: Specifications and Technical Requirements

This section outlines the services that will be required under the BPA. We request offerors to submit quotes for the services that include the tasks detailed below to be provided on an ongoing basis with payments be made per purchase order. all the services included using the table below and the Offeror's official letterhead or a formal quote format.

Item	Description	Unit	Frequency	Unit Price (USD)
1	Social Security Monthly Payments: Manage the monthly payment of social security subscription on behalf of Counterpart, and respond to inquiries related to social security matters as referenced in section 3.1.c, 3.1.f and 3.1.g	Each	Monthly	
2	Income Tax Monthly Payments: Manage the monthly payments of staff income tax on behalf of Counterpart; follow up with the Tax Office, and respond to related inquiries as referenced in section 3.1.d, 3.1.f and 3.1.g	Each	Monthly	
3	Social Security Annual Report: Submit annual report to social security as referenced in 3.1.i	Each	Annually	
4	Tax Office Annual Report: Submit annual report to tax office as referenced in 3.1.i	Each	Annually	
5	Prepare Annual Financial Report Create annual financial report for the organization, the report should be certified by the Iraqi legal accountants associate. As referenced in 3.1.j	Each		
6	Annual Financial Reporting: Submit the annual financial reports to DNGO and other government offices as referenced in section 3.1.b	Each	Annually	
7	6 Month Visa: Apply for Federal 6-month multi-entry visa for expatriate staff and	Each	N/A	



	respond to related questions as referenced in section 3.3.a and 3.3.b			
8	One Year Visa: Apply for Federal one-year multi-entry visa for expatriate staff and respond to related questions as referenced in section 3.3.a and 3.3.b	Each	N/A	
9	Single Entry Visa: Apply for Federal single entry visitor's visa for expatriate staff and respond to related questions as referenced in section 3.3.a and 3.3.b	Each	N/A	
10	Visa Blood Test: Assist in coordinating blood test related to multi entry visa for expatriate staff in Iraq. As referenced in 3.3.d	Each	N/A	
11	Legal Labor Documents Review: Review employment related documents and provide written legal advice on labor contractual issues including social benefits, accruals, payments, terminations, disciplinary actions, and all aspects of recruitment as referenced in section 3.2.a, 3.2.b, 3.2.c and 3.2.d	Per Page (1-10 pages)	N/A	
12	Legal Labor Documents Review: Review employment related documents and provide written legal advice on labor contractual issues including social benefits, accruals, payments, terminations, disciplinary actions, and all aspects of recruitment as referenced in section 3.2.a, 3.2.b, 3.2.c and 3.2.d	Per Page (More than 10 pages)	N/A	
13	Legal Contractual Document Review (1-10 Pages Per Document): Review contracts and provide legal guidance on Counterpart's	Per Page (1-10 pages per document)	N/A	



	contractual relationships with local vendors, sub-grant recipients, and service providers as referenced in section 3.2.e			
14	Legal Contractual Document Review (More than 10 Pages Per Document): Review contracts and provide legal guidance on Counterpart's contractual relationships with local vendors, sub-grant recipients, and service providers as referenced in section 3.2.e	Per Page (more than 10 pages)		
15	Dispute Resolution and Litigation: Handle disputes that may arise with local partners, contractors, or between the Organization and local or federal Iraqi authorities as referenced in section 3.1.h	Hourly Rate	N/A	
16	Power of Attorney Registration: Register Power of Attorney for Counterpart Country Representative, and facilitate the designation of Country Representatives as needed as referenced in section 3.2.f	Each	N/A	
17	Submit Annual financial report to Tax office	Each	Annually	
18	Issue Tax clearance letter from Tax office	Each	N/A	
19	Miscellaneous advice and miscellaneous assistance	Hourly Rate	N/A	
20	Annual renewal of the registration and update the latest organization's document to the DNGO.	Each	Annually	

Counterpart intends to acquire the services of a reputable law firm to provide required legal services at a competitive rate. The legal firm shall be readily available to promptly perform the legal services below, as requested. The Offeror should provide three references from the non-Governmental sector for similar services provided (see Section 2. Checklist):

1. **Representation:**

- a- Address local regulatory, tax, banking, labor, registration, visas, residency security authorities and compliance matters.
- b- Submit annual financial reports to DNGO in Federal Iraq.
- c- Perform monthly visits to the Social Security Office to follow up on Counterpart corporate and staff statuses.



- d- Perform monthly visits to the Tax Office as Counterpart's representative and follow up on tax clearance.
- e- Support with responding to any request made by government authorities, such as Ministry of Labor or other similar agencies.
- f- Enroll current and future staff at the Tax and Social Security offices.
- g- Handle the payment of the monthly social security subscription and the tax on behalf of Counterpart.
- h- Dispute Resolution and Litigation: Handling disputes that may arise with local partners, contractors, or between the organization and local Iraqi authorities. This includes representation in court, arbitration, and mediation sessions.
- i- Submit the annual report to the social security office and the tax office, the report will be already prepared by Counterpart Int. team.
- j- Create annual financial report for the organization's office, the report must be certified by the Iraqi legal accountants associate.

2. **Legal Guidance:**

- a- As requested, provide legal guidance, including written legal opinions, on labor matters such as:
 - Labor regulations and compliance
 - Acceptable and standard local employer practices
 - Local statutory requirements
 - Social benefits, accruals, payments, terminations, disciplinary actions, and all aspects of recruitment from start to finish for local staff in Iraq.
 - Any other labor requirements of labor issues that may arise
- b- Provide templates or review Counterpart templates related to employment in line with local labor laws in Iraq.
- c- As requested, review of employment contractual documentation where applicable
- d- As requested, review and update Counterpart's local Human Resources Employee Handbook to comply with any updates to labor laws/regulations, including ensuring it adheres to Iraqi labor laws, and provide answers to legal questions related to employment in Iraq.
- e- As requested, provide legal guidance on Counterpart's contractual relationships with local vendors, sub-grant recipients, and service providers.
- f- As requested, Register Power of Attorney for Counterpart Representative, and facilitation designation of Country Representatives as necessary.

3. **Visas, Work Permits, and Related Assistance:**

- a- As requested by the Counterpart Representative, provide advice and assistance in complying with requirements governing Counterpart expatriate staff regarding admission, working, and residing in Iraq
- b- Assist in issuing visas for expatriate staff in Iraq.
- c- Assist in issuing residency for counterparty expatriate staff.
- d- Assist in coordinating blood test for expatriate staff related to multi entry visa.



Section 4: Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: Counterpart International ICSA Tafa'aol Project
Al-Mansour, Sector 601, St. 11, House No. 56
Baghdad-Iraq

Reference: 1118_FY24_Nov-RFQ-08

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm's principal officers, and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Counterpart's prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____



Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment):