



Request for Quotation (RFQ)

RFQ Number:	PR# 00341
Issuance Date:	24/10/2022
Deadline for Offers:	31/10/2022, 2:00 PM – Beirut time
Description:	IWPR is looking to hire a Legal Advisor to provide legal counseling for IWPR Beirut Office.
Funded By:	The Bureau of Democracy, Human Rights and Labor
Implemented By:	International War and Peace Reporting (IWPR)
Point of Contact:	Yara Boulos, Procurementbeirut@iwpr.net

Instructions to Offerors:

- **INTRODUCTION AND BACKGROUND:** IWPR is implementing projects through its Lebanon office. As part of the project activities WEPS and SAA projects are funded by The Bureau of Democracy, Human Rights and Labour Affairs, and implemented by IWPR in Lebanon Institute for War & Peace Reporting (IWPR); in addition, to other and future programs that would be implemented through the same office require the procurement of hiring a Legal advisor who will provide legal assistance for IWPR Lebanon staff and office. The purpose of this RFQ is to solicit quotations for this service. Therefore, IWPR invites your firm to participate in this competitive solicitation for pricing, delivery, and terms of potential sale on the following services for IWPR's office in Lebanon. IWPR is an independent, non-governmental organization which gives voice to people at the frontlines of conflict and transition to help them drive change.

(Offerors are responsible for ensuring that their offers are received by IWPR 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).

1. GENERAL REQUIREMENTS

- **Offer deadline and protocol:** Offers must be received no later than 2:00 pm local time on the 31st of October 2022 by email to procurementbeirut@iwpr.net. Any emailed offers must be emailed to the mentioned email.
- Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of IWPR.
- Companies, organizations, whether non-profit or profit, must be legally registered under the laws of the country of presence of upon award of the contract and must have physical presence at the time the subcontract is signed.

2. QUESTIONS:

- a. Questions regarding the technical or administrative requirements of this RFQ must be submitted no later than 2:00pm local Beirut time on October 28, 2022 by email to procurementbeirut@iwpr.net.
- b. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that IWPR believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.
- c. Only the written answers issued by IWPR will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of IWPR or any other entity should not be considered as an official response to any questions regarding this RFQ.

3. **Quotations:** 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 US dollars. Offerors are requested to provide quotations on official letterhead or format

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.
4. **Taxes and VAT:** Projects are not exempt from cooperating country taxes, duties, and VAT.
 5. **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 or other donors that IWPR works with). IWPR will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the donor.

6. **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 criteria. The relative importance of each individual criterion is indicated by the number of points below:

- *Delivery* - 35 points: ability to deliver all the requirements required by IWPR
- *Price* - 30 points: The overall cost presented in the offer.
- *Technical* - 35 points: responsiveness to the technical specifications and requirements.

<u>Evaluation criteria</u>	<u>Evaluation sub-criteria</u>	<u>Pass/fail</u>	<u>Max points</u>
Delivery (35 points)			
Organization and Technical	Track Record, prior work with NGOS, financial strength, adequacy and acceptability.		
Price (30 points)			
Soundness and Feasibility of Proposal	Completeness of proposal; value added of other concessions; practicality and appropriateness of proposal		
Technical (35 points)			
Acceptability and Competitiveness of rates	Does the offer clearly explain, understand and respond to the requirements as stated in the Terms of Reference in sections scope of work and qualifications? Value of money?		

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. IWPR reserves the right to waive immaterial deficiencies at its discretion.

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

- IWPR may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, IWPR may issue a partial award or split the award among various suppliers, if in the best interest of the projects being implemented through our Lebanon office.
- IWPR may cancel this RFQ at any time.

Please note that in submitting a response to this RFQ, the offeror understands that USG and other donors 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 Project for consideration, as the donor will not consider protests regarding procurements carried out by implementing partners. IWPR, at its sole discretion, will make a final decision on the protest for this procurement.

PRICE SCHEDULE

Total price must include all taxes and fees, in US Dollar, and should be expressed in a per unit basis, based on the needs listed in Chart 1 below.

Deliverable	Deliverable timeline	Price (USD)	Payment Timeline
Acceptance of engagement between Legal Advisor and IWPR	Based on a per need basis		Payment for all policies will be paid on a quarterly basis
Successfully taking into consideration IWPR’s policies and regulations regarding security	Based on a per need basis		

TERMS AND CONDITIONS

1. The Request for Quotes is not and shall not be considered an offer by IWPR.
2. All responses must be received on or before the date and time indicated on the RFQ. All late responses will be rejected unless IWPR decided to amend the submission deadline.
3. All unresponsive quotes will be rejected.
4. All quotes will be considered binding offers. Prices quoted must be valid for entire period provided by respondent.
5. All procurement will be subject to IWPR contractual terms and conditions and contingent on the availability of donor funding.
6. IWPR reserves the right to accept or reject any quotation or cancel the procurement process at any time, without assigning any reason, and shall have no liability to any vendors submitting RFQs for such rejection or cancellation of the procurement.
7. IWPR reserves the right to accept all or part of the quotation when awarding the purchase order/contract.
8. All information provided by IWPR in this RFQ is offered in good faith. Individual items are subject to change at any time and all bidders will be provided with notification of any changes.
9. IWPR is not responsible or liable for any use of the information submitted by bidders or for any claims asserted therefrom.
10. IWPR reserves the right to require any bidder to enter into a non-disclosure agreement.
11. The bidders are solely obligated to pay for all costs, of any kind whatsoever, which may be incurred by bidder or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of IWPR, subject to claims of confidentiality in respect of the Response and supporting documentation, which have been clearly marked confidential by the bidder.
12. IWPR standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
13. IWPR doesn't pay advances; payments are done after the delivery of goods or completion of services. A bank guarantee may be issued by the offeror at a later stage if an advance payment is required.
14. Any award resulting from this RFQ will be firm fixed price, in the form of a purchase order.
15. 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.
16. Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
17. United States law and Dutch prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.
18. The title to any goods supplied under any award resulting from this RFQ shall pass to IWPR following delivery and acceptance of the goods by IWPR. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to IWPR.

PROVISIONS:

1. **Organizational Conflicts of Interest**

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying WEPS of such potential conflict of interest and receiving WEPS written approval to undertake such activities.

2. **Anti-Kickback (Corruption)**

(a) Definitions.

Kickback, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to IWPR, the WEPS project office or any of its employees, the Subcontractor or Subcontractor employees, or vendors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

(b) The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Subcontractor to IWPRs.

IWPR may offset the amount of the kickback against any monies owed by IWPR under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any contract it may issue under this subcontract.

3. **Terrorist Financing Prohibition/ Executive Order 13224**

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor 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. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with all U.S. Executive Orders and laws. This provision must be included in all subcontracts or subawards issued under this subcontract.

4. Subcontractor Performance Standards

- (a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by IWPR; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of IWPR. The Subcontractor's employees shall not act as agents or employees of IWPR.
- (b) IWPR reserves the right to request the replacement of Subcontractor personnel and may terminate the subcontract due to nonperformance by the Subcontractor.
- (c) IWPR will use a variety of mechanisms to stay abreast of the Subcontractor's performance under the subcontract, and of general progress toward attainment of the subcontract objectives. These may include: (1) Business meetings between the subcontract team and/or IWPR (2) Feedback from key partners (3) Site visits by IWPR personnel (4) Meetings to review and assess periodic work plans and progress reports (5) Reports

5. Subcontractor Employee Whistleblower Rights

This subcontract and subcontractor employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation, which includes rights and protections against discrimination or reprisals for reporting reasonable evidence of gross mismanagement, waste, fraud, abuse or violations related to terms and conditions of the prime contract and this subcontract. The website listed below contains further information on specific protections: <http://www.gpo.gov/fdsys/pkg/USCODE-2012-title41/pdf/USCODE-2012-title41-subtitleI-divsnC-chap47-sec4712.pdf>.

If lower tier subcontracting is authorized in this subcontract, the Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

6. Child Safeguarding (June 2015)

Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles: (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable; (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect; (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that

are associated with project activities and operations; (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children; (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

7. Trafficking in Persons (May 2015)

The recipient, sub-awardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in: (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award; (2) Procurement of a commercial sex act during the period of this award; (3) Use of forced labor in the performance of this award; human trafficking enforcement action; (4) Acts that directly support or advance trafficking in persons, including the following acts: i. Destroying, concealing, confiscating, or otherwise denying an employee audit to that employee's identity or immigration documents; ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action; iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; iv. Charging employees' recruitment fees; or v. Providing or arranging housing that fails to meet the host country housing and safety standards

8. Equal Employment Opportunity (EEO) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

9. Copeland" Anti-kickback" Act Each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

10. Davis- Bacon Act When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must

be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

11. **Contract Work Hours and Safety Standards Act** All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
12. **Rights to Inventions Made under a Contract:** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
13. **Clean Air Act** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Byrd Anti-Lobbying Amendment Contractors** that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
15. **Debarment and Suspension** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

16. **Conflicts of Interest** It is understood and agreed that some of the work performed under this contract may place the contractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the contractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, contractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying IWPR of such potential conflict of interest and receiving Dahlia Khoury’s written approval to undertake such activities.

FORM/CONTENT OF RESPONSE

All quotations shall include the following documents:

- Cover letter, signed by an authorized representative of the offeror
- Be in the English language
 - Official quotations filled in Chart 1
- Contain detailed cost in US Dollars, with applicable Tax/Charges clearly identified, and provided against each of the categories of services described in Annex 1 – Terms of Reference.
- Provide requested payment terms and conditions.
- Describe the qualifications, experience and capabilities of the firm in providing the type of services being request by this RFQ.
- Include a contact name, email address, and telephone number to facilitate communication between IWPR and the vendor.
- A brief outline of the company and services offered, including:
Copy of offeror’s registration or business license including:
Full legal name, jurisdiction of incorporation, and address of the company
Full legal name and country of citizenry of company’s President and / or Chief Executive Officer and / or all other officers and senior managers of the company
Year business was established

End of RFQ



Terms of References

Service Provider – Legal Advisor

Title of Assignment	Legal advisor for IWPR- Beirut Office	
Location	Beirut, Lebanon	
Duration	7 months	
	From: 1 November 2022	To: 31 May 2023

1. Background, Objectives and Justification

Institute for War & Peace Reporting (IWPR) is an independent not-for profit organisation that works with media and civil society to promote positive change in conflict zones, closed societies, and countries in transition around the world.

IWPR is looking to hire a Legal Advisor to provide legal counseling for IWPR Beirut Office.

2. Scope of Work

Legal Advisor services will include but not be limited to the following:

- Providing legal advice on agreements and documents.
- Consulting IWPR on contractual agreements for consultants/employees in accordance with the Lebanese Law.
- Drafting contractual documents and advise on their validity/enforceability
- Following up on all legal issues with the relevant authorities
- Following up on the branch's authorization process
- Representing IWPR in litigation brought by or against it.
- Any additional legal advice requested on a need basis.

3. Main Deliverables and Timeline

<i>Deliverables</i>	<i>Timeline</i>	<i>Payment upon deliverables approval</i>
<i>Complete Requested Services within the scope of work outlined above</i>	<i>7 months</i>	Based on approved invoices.

4. Payment Schedule

- Payment will be made within 30 days of approval of invoices.
- Invoices to be submitted quarterly or bi-annually as per agreed terms.

5. Work relationships:

- The legal advisor shall work directly with the Lebanon Country Director and Operations Manager.



6. Qualifications of Successful Candidate

- Registered in the Lebanese Bar Association, preferably in the Beirut Bar Association;
- At least 15 years of experience working in Lebanon;
- Proven previous experience and success registering an NGO in Lebanon as a branch or separate entity;
- Proven previous experience providing legal services to NGOs in Lebanon;
- Proven previous experience in providing contractual legal advises;
- Fluency in written and spoken Arabic and English;
- Ability to deliver targets to set deadlines.

7. Nature of penalty clause in contract

If work is not completed according to the deliverables and timeframe stated in this TOR, the payments will be withheld.

Interested consultants/companies are invited to express their interest, availability and indicate their requested fees for the above services to the following email addresses: Procurementbeirut@iwpr.net