

## **Request for Quotation (RFQ) for Blanket Purchase Agreement (BPA)**

RFQ Number: **NAGGA-RFQ-21-002**  
Emer

Issuance Date: **May 10, 2021**

Questions Due: **May 17, 2021, 5:00 pm TLT Local Time**

Deadline for Offers: **May 27, 2021 5:00 pm TLT Local Time**

Description: RFQ for Provision of Legal Services in Timor-Leste

For: USAID/Timor-Leste NGO Advocacy for Good Governance Activity

Funded by: United States Agency for International Development (USAID)

Implemented by: Counterpart International, Inc.

### **Section 1: Instructions to Offerors**

#### **1. Introduction:**

Counterpart International is a U.S.-based NGO working in the international development sector with an annual portfolio of \$65M, primarily funded through awards from the U.S. Agency for International Development (USAID) and the U.S. Department of Agriculture (USDA). Counterpart works on behalf of the social sector – individuals, organizations and networks around the world who are committed to creating social good. They are our Counterparts –those striving for more open and participatory government; healthy communities, access to education, natural resource protection and climate resiliency; and improved livelihoods. No matter what sector, or what country, we are committed to moving the marginalized to full participation in civic life. Only through inclusion will the full potential of a society be realized. We work with governments, organizations, individuals, foundations, and corporations who are committed to building the capacity of the social sector.

The USAID/Timor-Leste NGO Advocacy for Good Governance Activity (hereinafter known as the Activity) is currently being implemented by Counterpart International (Counterpart). The Activity seeks to expand the NGO enabling environment and strengthen the organizational, research, networking, and financial capacity for local NGOs in Timor-Leste to provide increased evidence-based, sustainable advocacy services on behalf of citizens. The Activity will focus on four objectives: strengthening NGO organizational capacity; improving advocacy, research, analysis and networking capacities for better response to constituents; fostering more diverse and regular revenue streams; and promoting an enabling environment that fosters independent NGOs. The Activity will strengthen democratic systems to help build a more accountable, inclusive Timor-Leste that is advancing towards greater self-reliance.

The purpose of this RFQ is to solicit quotations from eligible Vendors for legal services relating to Counterpart's operations in Timor-Leste. As a result of this RFQ, the Activity anticipates issuing a blanket purchase agreement (BPA)—or possibly multiple BPAs—to establish specific pricing levels and parameters for ordering these services. This will allow the Activity 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. Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **5:00 pm TLT local time on Monday, May 17, 2021** by email to [NAGGAprocurement@counterpart.org](mailto:NAGGAprocurement@counterpart.org) with copy to [creilly@counterpart.org](mailto:creilly@counterpart.org). The subject line must be "Questions - NAGGA-RFQ-21-002." Questions and requests for clarification—and the responses thereto—that Counterpart believes may be of interest to other offerors will be circulated to all RFQ recipients that 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 Counterpart employees or any other entity should not be considered as an official response to any questions regarding this RFQ.

- 3. Offer Deadline and Protocol:** Vendors must submit offers must by e-mail no later than **Thursday, May 27, 2021 at 5:00 pm TLT local time**. The quotation shall be submitted electronically by the offeror's authorized representative to [NAGGAprocurement@counterpart.org](mailto:NAGGAprocurement@counterpart.org) with copy to [creilly@counterpart.org](mailto:creilly@counterpart.org) and the subject line "RFQ- NAGGA-21-002", Provision of Legal Services".

Email submissions are limited to a maximum of 4 MB. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected. It is the offeror's responsibility to ensure that the quotation will reach the email address above on or before the deadline.

Quotations received by Counterpart after the deadline indicated above, for whatever reason, shall not be considered for evaluation. Vendors will be informed via email about offers received after the RFQ's closing date and time.

- 4. Specifications:** Section 3 contains the technical specifications of the items that may be ordered under the BPA.

At this time, specific quantities to be purchased under any BPA resulting from this RFQ are unknown. Specific quantities will depend on the needs of the USAID/Timor-Leste NGO Advocacy for Good Governance Activity. Counterpart will issue individual ordering documents 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 US dollars. 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.
  - Individuals responding to this RFQ are requested to submit a copy of their identification card.
6. **Delivery**: The delivery location for the services described in this RFQ is Timor-Leste. 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 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 Timor-Leste.
8. **FAR Part 4.21 Prohibition On Contracting for Certain Covered Telecommunications And Video Surveillance Services or Equipment (Section 889)**

In accordance with ADS Chapter 302 Two statutory prohibitions (section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)) (“Section 889”) for covered telecommunications equipment, systems, and services have been implemented separately by the FAR. The statute covers:

- Certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities), and
- Certain video surveillance products or telecommunications equipment and services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of those entities).

Additional guidance can be provided upon request regarding applicability of this provision to the procurement of covered telecommunications and video surveillance services or equipment.

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: n

9. **Warranty**: Warranty service and repair within the cooperating country is required for all commodities under this RFQ. The warranty coverage must be valid on all commodities for a minimum of twelve (12) months after delivery and acceptance of the commodities, unless otherwise specified in the technical specifications.
10. **Taxes and VAT**: The USAID/Timor-Leste NGO Advocacy for Good Governance Activity is exempt from cooperating country taxes, duties, and VAT. All applicable taxes or duties such as Value-Add-Tax (VAT) should be quoted separately if applicable.
11. **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.
12. **Evaluation and Award**: The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and meets or exceeds the minimum required

technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis.

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.
- 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 USAID/Timor-Leste NGO Advocacy for Good Governance Activity.
- 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.

By 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 USAID/Timor-Leste NGO Advocacy for Good Governance Activity 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.

**Table 1. Evaluation criteria:**

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Expertise and Communication	<b>Technical expertise:</b> Does the offeror have the technical capacity to provide legal interpretation of laws and regulations affecting areas such as labor, taxation, insurance, finance and banking, civil engagement, etc., particularly as applied to NGOs? 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?	30 points
	<b>Sector Knowledge:</b> Does the offer demonstrate the offeror’s knowledge related to technical sectors required by the Scope of Work? Offerors should provide a brief overview of the Timor-Leste legal environment, particularly in relations to operations of USAID implementing partners registered in Timor-Leste.	20 points
<b>Total Points – Technical Expertise &amp; Communication</b>		50 points
Management, Key Personnel, and Staffing Plan	<b>Personnel Qualifications:</b> Offeror demonstrates understanding of the needs set forth in the Technical Specifications and that services will be conducted by highly experienced staff. CVs of staff demonstrate a team highly experienced in providing legal services to international NGOs working in Timor-Leste.	20 points

<b>Total Points – Management</b>		20 points
Corporate Capabilities, Experience, and Past Performance	<p><b>Company Background and Experience:</b> 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.? The offeror’s experience with similar clients and legal matters will be evaluated.</p>	15 points
<b>Total Points – Corporate Capabilities</b>		30 points
Cost	<p><b>Cost:</b> Companies are requested to submit their best and final offer price. Cost will be evaluated to identify best value determination of the required service.</p>	15 points
<b>Total Points - Cost</b>		15 Points
<b>Total Points</b>		<b>100 points</b>

The Technical Evaluation Committee may also conduct interviews of Offerors found to be most qualified to perform the services required, based upon the criteria listed in this RFQ. If so, offerors will be notified in advance of the exact interview date. Prior to award of any blanket purchase agreement(s), the Technical Evaluation Committee will conduct a vendor responsibility determination and will run reference checks.

Prior to the expiration of the offer, Counterpart shall notify the successful offeror, (or offerors should Counterpart choose to issue more than one award), in writing that it submitted the highest scoring proposal. If an agreement cannot be negotiated with the top ranking offeror, Counterpart reserves the right to commence negotiations with other successful offerors.

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 may or may not waive an immaterial deviation or defect in a quotation. Counterpart’s waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse an Offer from full compliance with RFQ specifications.

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 Counterpart 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.

**13. Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Counterpart, the Advocacy for Good Governance Activity, 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 commodities 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 Advocacy for Good Governance Activity anticipates issuing a BPA (or multiple BPAs) 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 commodities/services described in the BPA, the Advocacy for Good Governance Activity 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 at least 12 months. The Vendor shall furnish the supplies/services described in any ordering documents issued by the Advocacy for Good Governance Activity under the BPA. The Advocacy for Good Governance Activity is only obligated to pay for supplies/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 identified that are barred from transactions financed by the U.S. Government. Updated list of countries with sanctions are maintained by the U.S Department of Treasury by the Office of Foreign Assets Control (OFAC) at the following address <https://sanctionssearch.ofac.treas.gov/>.
- (d) 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.
- (e) 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.
- (f) The title to any goods supplied under any award resulting from this RFQ shall pass to Counterpart following delivery and acceptance of the goods by Counterpart. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Counterpart.
- (g) Federal Acquisition Regulations (FAR) – The offeror certifies that it is familiar with the FAR and is 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, affirmative action, and payments to influence federal transactions.
- (h) Executive Order on Terrorism Financing – The Contractor is aware of and compliant with U.S. Executive Orders and U.S. laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The contractor does not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources are or will 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.
- (i) 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 acts, or use forced labor during the period of this award.
- (j) Organizational Conflict of Interest – The offeror certifies that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. The offeror further certifies that if the offeror becomes aware of information bearing on whether a potential conflict may exist, that offeror shall immediately provide Counterpart with a disclosure statement describing this information (see FAR Part 9.5).
- (k) Equal Opportunity – The offeror 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.
- (l) Labor Laws – The offeror certifies that it is in compliance with all labor laws.

(m) Employee Compliance – The offeror warrants that it will require all employees, entities, and individuals providing services in connection with the performance of Counterpart’s 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.

## **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:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Official quotation, including technical specifications of offered services (see Section 3 for example format)
- Copy of offeror's identification (individuals) or registration/business license (for organization/businesses) (see Section 1.5 for more details)
- Copy of resume for each individual to be proposed for this scope of work

### **Section 3: Scope of Work & Technical Requirements**

#### **Scope of Work**

Outlined below is the proposed services that may be ordered under the BPA mechanism. Offerors are requested to provide per-unit quotations for proposed staff for the scope of work below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this Section 3 and submit a signed/stamped version to Counterpart.

#### **1. Representation:**

- Address local regulatory, tax, banking, labor, registration, and compliance matters.
- Support with responding to any request made by local authorities, such as Ministry of Labor or other similar such agencies.
- Other matters such as presentations and discourse with Government of the Timor-Leste representatives and agents as directed.
- Defend lawsuits and/or administrative claims that may arise, including representing Counterpart in a court of law and before other government entities as needed.

#### **2. Legal Guidance and services:**

- Provide legal guidance to ensure Counterpart operates in accordance with local Timor-Leste laws and regulations, while also ensuring Counterpart's best interests are represented, and the organization is properly advised of its rights, privileges, and responsibilities under local law;
- Assist Counterpart to identify common operational areas that may be affected by changes to local regulations or laws applicable to Activity operations and implementation, including conducting legal reviews to identify changes or anticipated changes to applicable laws and regulations and identify steps for project compliance and providing regular and timely updates on changes in local laws such as labor, taxation, work permits and visas, license and registration, insurance, vendors and other laws that may affect Counterpart operations and compliance.
- On an annual basis, provide an overview of relevant legal regulations and other requirements that Counterpart in Timor-Leste as a USAID implementing partner must comply with in areas such as registration, taxation, employment, security, etc. with reference to specific laws and regulations.
- Assist Counterpart to identify common operational areas that may be affected by changes to regulations or laws applicable to the implementation of a project. The purpose of the legal review is to identify changes or anticipated changes to applicable laws and regulations and identify steps for project compliance. Draft and review lease agreements.
- Review procurement documentation, such as consulting agreements and requests for quotation/proposal to ensure compliance with local regulations.
- As requested, provide legal guidance, including written legal opinions, on labor matters such as:
  - a) Labor regulations and compliance
  - b) Acceptable and standard local employer practices
  - c) Local statutory requirements
  - d) Social benefits, accruals, payments, terminations, disciplinary actions, and all aspects of recruitment from start to finish for local staff in Timor-Leste
  - e) Any other labor requirements of labor issues that may arise
- Provide templates related to employment in line with local labor laws in Timor-Leste (agreement, offer letter, termination letter, others as requested, etc.)
- Review of employment contractual documentation where applicable

- Review and update Counterpart’s local Human Resources Employee Handbook to comply with any updates to labor laws/regulations, including ensuring it adheres to Timor-Leste labor laws, and provide answers to legal questions related to employment in Timor-Leste
- As requested, provide legal guidance on Counterpart’s contractual relationships with local vendors, sub-grant recipients, and service providers.
- Provide guidance on document retention in accordance with the local law and/or current practices.
- Register Power of Attorney for Counterpart Representative, and facilitation designation of Country Representatives as necessary.

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

- As requested by the Counterpart, provide advice and assistance in complying with requirements governing Counterpart expatriate staff regarding admission, working, and residing in Timor-Leste
- Offerors need to have the technical capacity to provide legal interpretation of laws and regulations affecting as they apply to expatriate or third-country national staff.

**4. Any additional matters that Counterpart deems legal guidance is necessary.**

**Technical Requirements**

Offerors that submit proposals in response to this RFQ must meet the following requirements:

1. Companies or organizations, whether for-profit or non-profit, must be legally registered to provide legal opinions under the laws of Timor-Leste upon award of the contract.
2. Only legal services providers – whether a company, organization, or individual, with experience providing legal guidance to international NGOs or foreign entities are requested to apply.
3. Offerors must have experience in representing international organizations in local jurisdictions (registration, legal cases etc.)
4. Offerors must confirm the number of qualified staff they have available, who can provide legal services and attach their CV’s with their proposal. The companies’ staff must have at least 5 years’ legal service experience and they must be fluent in written and spoken English.
5. Offerors must have a local presence in Dili, Timor-Leste.
6. Offerors must have English fluency and good communication skills, including effectively communicating the services to be provided and associated costs.
7. Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.

The proposals will be initially reviewed to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will be rejected.

**Section 4: Cost Proposal Format Example**

Offerors may present costs in the format below as well as quote firm fixed prices for certain services or deliverables.

<b>Position</b>	<b>Qualifications or Experience Level</b>	<b>Rate (hourly or daily)</b>
<i>[Title or position of Proposed Individual]</i>	(X years' experience in X [please describe briefly], Law degree [please name degree] received in YY)	
<i>[Title or position of Proposed Individual]</i>	(X years' experience in X [please describe briefly], Law degree [please name degree] received in YY)	
<i>[Title or position of Proposed Individual]</i>	(X years' experience in X [please describe briefly], Law degree [please name degree] received in YY)	
<i>[Title or position of Proposed Individual]</i>	(X years' experience in X [please describe briefly], Law degree [please name degree] received in YY)	

**Section 4: Offer Cover Letter**

*(Must be submitted on the organization's commercial letterhead)*

To: **[insert name/contact information]**

Reference: **RFQ No.:** NAGGA-RFQ-21-002

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 Counterpart or the Timor-Leste NGO Advocacy for Good Governance Activity project staff members;
- 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.

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): \_\_\_\_\_