



## Request for Quotation (RFQ): Legal Services

**RFQ Number:** RFQ-1122DRBPA-2024-001

**Date Published:** 26 September 2024

**Deadline for offers:** 16 October 2024 at 5:30 Dominican Republic Time

**Deadline for questions:** 9 October 2024 at 5:30 Dominican Republic Time

**Description:** Request for Quote for BPA for long-term Legal Services

**For:** Climate Adaptation Activity (CAA) in Dominican Republic

**Funded by:** United States Agency for International Development (USAID), Cooperative Agreement No. 72011123CA00001

**Implemented by:** Counterpart International, Inc.

**Number of planned purchases:** Multiple

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### **Section 1: Instructions to Bidders**

- 1. Introduction:** Counterpart International is an international non-governmental development organization that empowers people and communities to implement innovative and sustainable solutions to social, economic and environmental challenges. For 50 years, Counterpart has partnered with communities in need to solve complex issues related to economic development, food security and nutrition, and good governance.

The Climate Adaptation Activity (CAA) is a five-year USAID-funded program that seeks to build locally led, long-term resilience to climate change by promoting sustainable livelihoods and water security, which should result in significant environmental gains in the Dajabon watershed, beyond the province and into Haiti. By engaging communities, leveraging private funding and public resources, enabling data informed decision-making, and building diverse partnerships grounded in inclusion and market-based approaches, the Climate Adaptation Activity will accelerate sustainable social, economic, and environmental outcomes.

The purpose of this request for quotation (RFQ) is to solicit offers from eligible suppliers for ad hoc legal services. As a result of this RFQ, the CAA Project anticipates issuing a blanket purchase agreement (BPA), or possibly multiple BPAs, to establish specific price levels and parameters to have these legal services. This will allow the CAA 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 5:30 PM local Dominican Republic time on 16 October 2024. Offers must submit offers via email to: [procurement.caa@counterpart.org](mailto:procurement.caa@counterpart.org). Please refer



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

3. **Questions:** Questions regarding the technical or administrative requirements of this request for quotation may be submitted in writing to [procurement.caa@counterpart.org](mailto:procurement.caa@counterpart.org) no later than October 9, 2024, at 5:30 Dominican Republic time. 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 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 contains the technical specifications of the items that may be ordered under the BPA. All commodities offered in response to this RFQ must be new and unused.

Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

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 CAA Project. Individual ordering documents will be issued under the BPA agreement, as the need arises for additional services.

5. **Quotation:**

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 Dominican Peso (DOP), with applicable taxes indicated separately. 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.
- Performance history information: Include three to five recent and relevant contacts for the same or similar services (including international NGOs). Information should include phone numbers and email addresses of references. Bidders will also need to provide permission to contact these references.
- Written presentation in English of the firm and its lawyer(s) who will work with Counterpart, focusing on expertise, skills and areas of intervention over the past two years, including the Curriculum Vitae of the lawyers who will work with Counterpart.
- Financial offer. Bidders are requested to provide a quote in DOP following the format presented in Section 3.1.

6. **Delivery:** The delivery location for the items described in this RFQ is Counterpart International, Dominican Republic. 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/Manufacturing:** All goods and services offered in response to this RFQ or provided under a resulting contract must comply with USAID Geographic Code 937 in accordance with United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Dominican Republic.
8. **Taxes and VAT:** All prices must be presented with applicable taxes, duties and VAT stated separately.
9. **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.

Offeror also certifies that they are licensed firms. Failure to comply with these eligibility requirements will result in disqualification of the offer.

10. **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.:

Selection criteria	Points
<p><b>Professional experience</b></p> <p><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 in the case of 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 and Spanish by demonstrating strong communication skills and effectively communicating the services to be provided?</p> <p><b>Staff qualifications:</b> Do staff CVs demonstrate a team experienced in providing legal services to international NGOs working in the Dominican Republic and in Labor Code?</p>	<p><b>30</b></p>
<p><b>Financial offer</b></p>	<p><b>45</b></p>
<p><b>Reputation/References</b></p> <p>Does the Offeror have a well-established and successful history of providing similar services? Has the Offeror provided evidence of its ability to provide legal services through references that can affirm its technical qualifications?</p>	<p><b>25</b></p>
<p><b>TOTAL</b></p>	<p><b>100</b></p>



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 CAA 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 CAA 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.

- 11. Terms and Conditions:** This is only a request for a quote. The issuance of this RFQ does not in any way obligate Counterpart, the CAA Project or USAID to make an award or pay for the costs incurred by potential suppliers in preparing and submitting a bid.

This solicitation is subject to Counterpart's standard terms and conditions. Any resulting compensation shall be governed by these terms and conditions. A copy of the full terms and conditions is available upon request. Please note that the following terms and conditions will apply:

- a) Counterpart’s standard payment terms are 30 days after receipt and acceptance of the requested work reports. Payment for the order of services issued under any BPA resulting from this RFQ will only be issued to the entity submitting the offer in response to such RFQ and identified in the corresponding purchase order price; 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 CAA Project 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 CAA 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 at least 12 months. The Vendor shall furnish the supplies/services described in any ordering documents issued by the CAA Project under the BPA. The CAA Project 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: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.
- 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.

**12. Quotation Preparation Costs:** The Bidder assumes all costs associated with the preparation and submission of bids until the final award of the contract. Counterpart International shall not be liable in any way for such costs, regardless of the conduct or outcome of the procurement process.



## **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 specifications of offered equipment (see Section 3 for example format)
- Copy of offeror's registration or business license (see Section 1.5 for more details)



### Section 3: Specifications and Technical Requirements

#### 1. Specifications and Price Offer

The table below contains the list of services that may be ordered under the BPA mechanism. Offerors are requested to provide per-unit quotations containing the information 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.

Offered unit prices should include transportation/delivery costs.

Service	Description of Services	Unit	Price excluding tax (AMD)	VAT (AMD)	Total price all taxes included (AMD)
Employment contract	Review and provide guidance on employment contracts used by Counterpart and ensure that these contracts comply with Dominican Republic's labor laws	1 contract (price for the revision of a contract)			
Consulting contract	Review and provide guidance on Consulting contracts used by Counterpart and ensure that such contracts comply with Dominican Republic's labor laws	1 contract (price for the revision of a contract)			
Counterpart Employee Handbook	Review and provide guidance on the Counterpart Employee Handbook (~26 pages) and ensure that the manual complies with Dominican Republic's labor laws	1 manual (price for revision of the manual)			
Grant agreement	Review and provide guidance on Grant Agreements used by Counterpart and ensure that such agreements comply with Dominican Republic's laws	1 agreement (price for revision of an agreement)			
Blanket purchase agreement	Review and provide guidance on Blanket purchase agreement used by Counterpart and ensure that such agreements comply with Dominican Republic's laws	1 agreement (price for revision of an agreement)			



<p>Review of other documents/contracts</p>	<p>On request as needed:</p> <ul style="list-style-type: none"> <li>Review and evaluate the various legal documents used by Counterpart and ensure that they comply with Dominican Republic's laws and legal requirements.</li> <li>Other related tasks that involve reviewing and providing guidance on Counterpart's contracts and agreements</li> </ul>	<p>1 contract/document of 15 pages or less (price for the revision of a contract or document)</p>			
<p>Preparation of other documents/contracts</p>	<p>As required, draft the various legal documents used by Counterpart and ensure that they comply with the laws and legal requirements of Dominican Republic</p>	<p>Per hour</p>			
<p>Legal advice</p>	<p>As required:</p> <ul style="list-style-type: none"> <li>Provide legal advice and guidance directly to Counterpart the framework of Dominican Republic's laws;</li> <li>Provide Counterpart with legal advice in English and related legal provisions regarding immigration, labour and taxes, among others, as required and throughout the lifecycle of Counterpart Dominican Republic's projects, as requested by Counterpart;</li> <li>Provide legal advice and guidance to ensure that Counterpart complies with tax, financial and labor obligations required by Dominican Republic's national laws</li> </ul>	<p>Per hour</p>			





Legal representation	<p>As required:</p> <ul style="list-style-type: none"> <li>• Represent Counterpart in all legal formalities and proceedings;</li> <li>• Negotiate on behalf of and at the request of Counterpart;</li> <li>• Represent Counterpart in contentious cases; and</li> <li>• Manage, in a timely manner, any legal deposits with appropriate government agencies on behalf of Counterpart</li> </ul>	Per hour			
Other Legal Services		Per hour			

**Note:** If the seniority of the legal counsel affects the hourly or fixed rate, please include the prices for each level of advisor.

**2. Functional Conditions / Service Level Agreements:** Indicate and describe your ability to meet the following minimum standards:

- The offeror must be a firm licensed in the Dominican Republic to provide legal services.
- The offeror must be ready and able to accept full payment for each service via bank transfer after delivery of the report/services.
- The offeror must be able to transmit the report of the requested services within the deadlines set out in the order form.
- The lawyer, or individual lawyers representing a firm working with Counterpart, will need to have the following qualifications:
  - Holds a Bachelor's degree and preferably a Master's degree in law.
  - Minimum of ten (10) years of experience in the practice of law in Dominican Republic.
  - Five (5) years of experience providing legal advice to international non-governmental organizations, or foreign entities, focused on administrative, business and labor law in the Dominican Republic.
  - Experience in representing international organizations before local courts in the Dominican Republic would be an asset (administrative registration, court cases, etc.).
  - Excellent mastery and proven knowledge of the legal framework of the Dominican Republic non-profit organizations.
  - Proven experience in conflict management.
  - Possibility to develop strategies, including the implementation of emergency procedures and/or precautionary measures, to reach the resolution of a dispute as soon as possible.
  - Excellent analytical skills and demonstrated ability of successful negotiations.
  - Good knowledge of the working environment of U.S. and/or foreign international NGOs; that of Counterpart would be an asset.
  - Full speaking and written proficiency in Spanish and English is required.



**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 bidding firm:*

To: Counterpart International  
Santo Domingo, Dominican Republic

Reference: RFQ-1122DRBPA-2024-001

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