

Request for Proposal

Legal Advisory Services for Office Close Out



RFP Number	01
Under	Imbewu Farmer Development Project
RFP Release Date	June 4th, 2024
Performance Period	June 20, 2024 – December 31, 2024 (6 months)
Question/Inquiry Submission Deadline	June 10, 2024
Proposal Submission Deadline	June 15, 2024

1. INTRODUCTION

A. Company Background

Tanager, an ACIDI/VOCA affiliate, is an international nonprofit registered in Washington, DC that brings people together at the table, on the ground, and across supply chains to co-create economic and social opportunities that change lives. Working closely with our partners, we align interests to expand market access and unlock the full potential of shared market opportunities that result in reliable supply chains, stable incomes, healthy families, and resilient communities. Established in 1993, we work with the ACIDI/VOCA family of companies to make agriculture work better for people. We offer a focused and diligent team of locally based experts and international advisors who work with our partners to reach common goals.

For more information, please visit www.tanagerintl.org.

B. Program Background

Tanager South Africa is implementing Imbewu Farmer Development project in the O.R. Tambo Region in Mthatha in the Eastern Cape province in South Africa between 1 April 2022 – 31 December 2024. The goal of the project is to increase agriculture productivity and incomes of smallholder maize farmers in Eastern Cape (EC), South Africa by facilitating their inclusive access to commercial markets. The funding for the project comes from John Deere Foundation.

2. PURPOSE

In order to prepare for the project closeout scheduled for 31 December 2024, the lawyer will assist with ensuring compliance with local laws and regulations, providing guidance on registration requirements, tax notifications, labor laws, contract liabilities, documentation retention, termination notices, insurance coverage, and asset disposition. The lawyer/law firm must be fluent in official languages of South Africa that are necessary to perform this scope of work (SOW).

Tanager is requesting quotes from qualified lawyers/law firms that meet the requirements of the highlighted SOW. Proposals will be evaluated as Best Value and will be reviewed in terms of quality of service, required time to obtain the objectives detailed below, and cost. To apply, firms are asked to submit quotations estimating cost of services with translation and registration costs, and a process that the firm will use to obtain country registration, operating permit, etc.

A. Scope of Work

The purpose of the request for proposals is to assist with various legal and regulatory tasks associated with the closeout of the Imbewu Farmer Development program in Mthatha, South Africa. The tasks involve gathering information about country registration, tax authority notifications, employee severance payments, contract liabilities, document storage, and other local legal requirements. The legal service provider is expected to provide advice, review legal contracts or documents throughout the period, communicate and provide on-going feedback necessary for the completion of the deliverables.

Activities

1. **Collect Information about Country Registration:**
 - Provide recommendations for registration requirements for closing out the project in South Africa based on government regulations.
2. **Requirements/Timeframe to Notify Tax Authorities:**
 - Identify the specific requirements and timeframe for notifying the local tax authorities prior to the project closeout and whether “non-outstanding debt” certificates need to be issued
3. **Local Employee Severance Payment and Labor Laws:**
 - Determine the requirements for severance payments according to local labor laws.
 - Confirm that the severance payments and accrual amounts are in accordance with local laws and regulations.
 - Provide information on the relevant labor laws affecting the project's employees.
4. **Notary Verification of Contract Liability End:**
 - Confirm if a notary needs to verify the end of liability on any contracts related to the project.
6. **Tax Regulations for Beneficiaries on Property Received:**
 - Confirm the country-specific requirements regarding tax regulations for beneficiaries who receive property from the project.
7. **Legal Requirements for Keeping Documentation In-country:**
 - Verify the legal requirements for retaining project documentation within the country.
 - Confirm if hard copies of documents need to be stored in the country and specify the duration for which they need to be retained.
8. **Legal Requirements for Termination Notices:**
 - Determine the legal requirements for issuing termination notices to employees.
9. **Termination of Insurance Coverage:**
 - Establish the requirements and timeframe for terminating insurance coverage for employees and the project.
10. **Disposition of Project Assets**
 - Based on registration status, verify if there are any restrictions on disposing of project property (i.e. office furniture, electronic equipment, etc.)

B. Deliverables

- Invoices based on services rendered
- Comprehensive memo on local registration:
 - Long-term implications, benefits/constraints, liabilities, tax exemptions based on Tanager’s current registration type.
 - Ongoing requirements to maintain a current and compliant registration (fees, taxes, reports, audits, certifications, etc.)
 - Timelines and submission instructions for financial statutory reports, as well as programmatic (non-financial) statutory reports
 - Provide details on what are the requirements to maintain a current and compliant registration (fees, taxes, reports, audits, certifications, etc.); and
 - Closing down or terminating registration.
- Clear and actionable recommendations to ensure compliance with local laws and regulations.
- Copies of any relevant legal documents or references used to support the findings.

3. CONTRACT MECHANISM & TERMS OF PAYMENT

TANAGER anticipates issuing a Purchase Order to an Offeror.

TANAGER will issue payment(s) within 30 days of submission of invoices and TANAGER acceptance of the good/service(s). A copy of the purchase order terms and conditions are attached to this RFP for informational purposes.

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. Instructions for Proposal Preparation

Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offerors’ risk. Interested Offerors must provide the following:

1. Appendix B: Technical Proposal Submission Sheet
2. Quotations estimating cost of services for each activity under section 2 and the process that the firm will use to verify information.

3. Examples of similar past experience/ performance and the qualifications of the people who would work on the activities.

B. Instructions for Submission of Proposal

1. All responses to this RFP must be received no later than the submission deadline on page 1 of this RFP. Offerors must submit all the documents with the RFP number and the Offeror’s name to the following address: southafricaprocurement@tanagerintl.org
2. All inquiries and requests for information regarding this RFP must be submitted by email to the following individual no later than the question/inquiry submission deadline on the cover page of this RFP. Reference the RFP number for all questions/inquiries.

Name	Ayanda Gqweta
Email	agqweta@tanagerintl.org

3. Tanager will not compensate offerors for their preparation of responses to this RFP.

5. CRITERIA FOR EVALUATION

Tanager will evaluate proposals based on a best-value determination. Tanager will assess the reasonableness of costs, cost-effectiveness of the budget, and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to Tanager.

The following are the key factors that will be taken into consideration for evaluating the proposals.

(A) Delivery of comparable Legal Services:

- (i) Meeting the requirements as stated in this RFP;
- (ii) Understanding the Scope of Legal Services to be performed;
- (iii) Demonstration of adequate resources, completeness and competence in addressing the Scope of Legal Services;
- (iv) Experience with similar clients and legal matters; and
- (v) Level of qualifications and experience of individual(s) identified to perform the entire Scope of Legal Services.

(B) Pricing:

Tanager will consider pricing as part of the evaluation criteria. Lowest price is not the sole criteria to select the legal services provider and award the contract; however, significant pricing differentials amongst legal services providers will be carefully examined. Price will be used as a final indicator for selecting the legal services providers when all other criteria have been evaluated and are more or less equivalent amongst competing legal service providers.

6. SOLICITATION PROCESS

Once the RFP is released, the Offeror must submit a formal proposal to be sent to the contact person at TANAGER as indicated in Section 4.B.2. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

7. TERMS AND CONDITIONS

A. Late Submissions

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their proposals are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to TANAGER or its employees/agents, or if it is in the best interest of Tanager and the project.

B. Modification of RFP Requirements

TANAGER retains the right to terminate the RFP or modify the requirements upon notification of the Offeror.

C. Withdrawals of Proposals

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by the Offeror or authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

D. Right of Negotiation and Acceptance of Proposal

This RFP represents a definition of requirements and is an invitation for submission of proposals. TANAGER reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

TANAGER may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFP. TANAGER may reserve the right to waive any minor discrepancies in a proposal.

TANAGER reserves the right to issue an award based on the initial evaluation of proposals without discussion. TANAGER also reserves the right to enter into best and final negotiations with any responsive Offeror for all or part of the proposed scope.

E. Validity of Proposal

Proposals submitted shall remain open for acceptance for 120 days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding based on formal incorporation in contract document.

F. Minimum Offeror Qualifications

Offerors submitting proposals must (1) be officially licensed to do such business in South Africa, (2) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics

G. Intellectual Property Rights

All tangible or intangible property created or acquired under this contract shall be the exclusive property of Tanager and the donor. The term "property" includes all data and reports associated with this engagement.

8. ATTACHMENTS

1. Appendix A: Purchase Order General Terms and Conditions
2. Appendix B: Technical Proposal Submission Sheet

APPENDIX A- GENERAL PURCHASE ORDER TERMS AND CONDITIONS

1. Offer & Agreement. The rights and obligations of both Parties shall be subject to and governed by the following documents in order listed: (a) This Purchase Order, including all attachments; (b) the Prime award noted at Block 9; (c) Vendor's proposal, including all certifications and representations. Any conflict occurring among these documents will be resolved in the stated order of precedence. **2. Assignment:** Vendor shall not have any right to assign this order or any benefits arising from this order without the prior written consent of TANAGER

3. Proprietary Information & Confidentiality. Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by TANAGER to be confidential and proprietary and shall not disclose any such information to any other person, or use such information itself for any purpose other than that for which it was intended in completing this order, unless Vendor obtains written permission from TANAGER to do so. Vendor agrees to execute TANAGER's standard Non-Disclosure Agreement upon request.

4. Terms of Payment. Subject to any superceding terms on the face hereof, Vendor shall invoice TANAGER at 50 F ST. NW, Suite 1075, NW, Washington, D.C. 20001, Attn: TANAGER Purchase Agent (Block 10) or at the local office address as directed by the authorized TANAGER personnel, and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid not later than thirty (30) days after TANAGER's receipt of an acceptable invoice and TANAGER's receipt of the completed products/services in accordance with paragraph 7 "Inspection" below, together with any required documents..

5. Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended, E.O. 11246, "Equal Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", the Copeland "Anti-Kickback" Act (18USC874 and 40USC276c and 18USC874 as supplemented by Department of Labor regulations at 29CFRpart 3, the Davis-Bacon Act, as amended (40USC276a-a7) and as supplemented by Department of Labor at 29CFRpart 5, the Contract Work Hours and Safety Standards Act (40USC327-333), and the Byrd Anti-Lobbying Amendment (31USC1352). Unless otherwise agreed, governing law shall be that of the District of Columbia. **6. Title and Risk of Loss.** Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to TANAGER upon acceptance of such product/service by TANAGER.

7. Inspection. (a) Vendor shall work within professional standards and limitations specified on work statements, drawings and specifications covering the work and shall make such inspections as are deemed necessary to insure Vendor compliance, unless deviation there from is authorized in writing by TANAGER. (b) All shipments of materials shall be subject to final inspection by TANAGER after receipt by TANAGER at destination. If material supplied or work performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall, if so requested by TANAGER and at its own expense, promptly make all necessary replacements. Vendor shall provide immediate notice to TANAGER of any potential failure on the part of its suppliers to provide supplies/services required hereunder. Vendor is responsible for any deficiency on the part of its suppliers. **VENDOR SHALL BE RESPONSIBLE FOR ANY COSTS OF REPROCUREMENT AS MAY BE NECESSARY FOR TANAGER TO SECURE THE SUPPLIES/SERVICES AS A RESULT OF VENDOR'S INABILITY TO PERFORM THAT EXCEED THE AGREED UPON PRICE HEREIN.** (d) Final inspection and acceptance by TANAGER shall be conclusive except for latent defects, fraud, or for any rights provided by any product warranty.

8. Force Majeure. Neither Party shall be liable by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of Vendor. Such causes may include, but are not restricted to, acts of God, acts of government or municipal or other authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of its suppliers.

9. General Warranty. Vendor warrants all supplies/services to be free from all materials defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Vendor agrees to pass on all manufacturer's warranties to TANAGER.

10. Liens. Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to TANAGER free and clear of all liens, claims, and encumbrances.

11. Stop Work and Termination. (a) TANAGER shall have the right to direct Vendor to stop work at any time. Such direction must be in writing and shall be effective for a period of no more than 30 days after which time Vendor may continue work absent direction to do so or a notice of termination. Vendor may be paid for work completed and or reasonable actual costs for work in process incurred to time of termination notification. Under no circumstances shall Vendor receive more than the original value of this Order. In the event of failure of the Vendor to deliver/complete any part of this order, then TANAGER shall, at its sole discretion, have the right to accept any delivered/completed part and unilaterally reduce the agreed upon price accordingly. (e) TANAGER acceptance of partial deliveries shall not constitute a waiver of any of the Vendor's remaining obligations hereunder. (f) The preceding paragraph (e) shall not limit any legal rights of either party to cancel this order by reason of any default, and TANAGER further reserves the right to cancel this order without further liability for articles not accepted by TANAGER in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or assignment.

12. Insurance & Work on TANAGER's or TANAGER Client Premises. When Vendor performs work on TANAGER's premises during the performance of this order, the Vendor agrees to maintain the standard amount of General Liability Insurance and such other insurance as may be required in writing by the TANAGER Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on TANAGER's facilities and agrees to be liable for all damages & claims arising against TANAGER for which the Vendor is responsible.

13. Independent Relationship. Nothing in this Agreement shall be construed as creating anything other than an independent Contractor/Vendor relationship between TANAGER and the Vendor. Vendor shall comply with all applicable laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to: compliance with all applicable laws, responsibility for all applicable taxes, licenses, fees, insurance, etc.

14. Work Product Presumptive TANAGER Property. All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to TANAGER shall be considered a work made for hire, or otherwise TANAGER property. During this agreement and thereafter, Vendor agrees to take all actions and execute any documents that TANAGER may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (TANAGER shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.

15. Rights in Data. The Vendor understands and agrees that TANAGER may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the agreement and thereafter, Vendor agrees to take all actions and execute any documents that TANAGER may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by TANAGER). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless TANAGER against all claims, suits, costs, damages, and expenses that TANAGER may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, TANAGER may withhold any sums due the Vendor under this agreement. Vendor agrees to specifically identify to TANAGER any and all computer software licenses ("including shrink-wrap") as may convey to the TANAGER. Vendor agrees that any and all computer software developed in the performance of this order using TANAGER monies shall, unless otherwise agreed, become and remain the property of TANAGER.

16. Indemnification. The Vendor shall defend, indemnify, and hold harmless TANAGER against all claims, suits, costs, damages, and expenses that TANAGER may sustain by reason of Vendor's negligent or unlawful actions resulting from Vendor's performance under this agreement.

17. Liquidated Damages. If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, TANAGER may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) of the agreement value for each day of delay. If TANAGER terminates this agreement in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that TANAGER reasonably obtains delivery or performance from another vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.

18. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Vendor certifies by acceptance of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency.

19. Drug Trafficking. TANAGER and/or the US Government reserve the right to terminate this purchase order/subcontract to demand a refund or take other appropriate measures if the vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

20. Terrorism E.O. 13224. Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.(E.O.13224 text available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>) Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: <http://treasury.gov/offices/enforcement/ofac/sanctions/terrorism.htm> and <http://www.un.org/Docs/sc/committees/1267>

21. Claims and Disputes. In the event of any dispute, a claim by the Vendor must be made in writing and submitted to the TANAGER Vice President of Contracts and Grants for a written decision. A claim by the Vendor is subject to a written decision by the Vice President of Contracts and Grants, who shall render a decision within 60 days of receipt of the Vendor's claim. If an equitable resolution cannot be resolved, both Parties agree to settlement by arbitration in accordance with the regulations of the American Arbitration Association in the District of Columbia, USA. The Subcontractor will proceed with performance of this purchase order pending final resolution of any claim.

22. Non-Liability: Vendor shall defend, indemnify and hold harmless TANAGER against all claims, suits, costs, damages and expenses that may be sustain by reason of the negligent or unlawful actions of the Vendor,.

APPENDIX B. TECHNICAL PROPOSAL SUBMISSION SHEET

Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorized, it may be rejected.

Date of Technical Proposal

Click here to enter text.

RFP Number

Click here to enter text.

RFP Title

Click here to enter text.

We offer to provide the services described in the deliverables described in the Scope of Work in accordance with the terms and conditions stated in Request for Proposal referenced above. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified.

The validity period of our proposal is Click here to enter text. days/weeks/months from the time and date of the submission deadline.

Type of Business/Institution

Offeror certifies that it is

Non-U.S. owned/operated

Government owned/operated

For US Organizations Only

Nonprofit

For-Profit

Government owned/operated

Large Business

Small Business

College or University

Women Owned

Small and Disadvantaged Business

Anti-terrorism Certification

The Offeror, to the best of its current knowledge, did not provide, within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The Offeror also verifies that it does not appear on 1) the website of the Excluded Party List: www.epls.gov or 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"): <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>.

The undersigned declares s/he is authorized to sign on behalf of the company listed below and to bind the company to all conditions and provisions stated in the original RFP document including attachments from TANAGER.

Proposal Authorized By

Signature

Name

Click here to enter text.

Title

Click here to enter text.

Date

Click here to enter text.

Authorized for and on behalf of

Company

Click here to enter text.

Address

Click here to enter text.

Click here to enter text.

Business
Registration No.

Click here to enter text.