REQUEST FOR PROPOSALS

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<th>PROCUREMENT NUMBER:</th>
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<th>POINT OF CONTACT:</th>
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<td>Dami Abujade, <a href="mailto:dabujade@iri.org">dabujade@iri.org</a></td>
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Background
The International Republican Institute (IRI) is a nonprofit, nonpartisan, organization dedicated to advancing freedom and democracy worldwide. Since 1983, IRI has worked to develop democratic institutions and ideals, carrying out a variety of international programs to promote freedom, self-government, and the rule of law worldwide. IRI provides technical assistance in the areas of political party strengthening, developing civic institutions and open elections, promoting democratic governance, and advancing the rule of law.

IRI is seeking the services of a qualified, independent audit firm to provide audit services to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and a financial statement audit. Per IRS regulations it is also required to file Form 990 and is seeking to use the same firm for audit and 990 preparation services.

Additionally, IRI is the administrator of the Consortium for Elections and Political Process Strengthening (CEPPS). CEPPS is comprised of nonprofit, nonpartisan, nongovernmental organizations dedicated to advancing and supporting democratic practices and institutions around the globe. Established in 1995, CEPPS pools the expertise of three premier international organizations dedicated to democratic development: the International Foundation for Electoral Systems, the International Republican Institute and the National Democratic Institute. CEPPS, as an independent entity, has the same requirements as IRI for audit and 990 filing. This RFP seeks to obtain bids for audits and 990 preparation for both CEPPS and IRI.

Period of Performance
Yearly contract, with the option to extend for a total duration of up to 5 years up in four one-year increments.

Statement of Work
Selected bidder will provide the following services:
FOR IRI:
- Conduct an audit of IRI’s financial statement in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget’s (OMB) Compliance Supplement.
- Prepare and file Form 990 on behalf of IRI.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about IRI’s ability to continue as a going concern for a reasonable period of time.
- Communicate to IRI’s Audit Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless the y are clearly inconsequential).
- Prepare a report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which auditor becomes aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. The report(s) on compliance matters should address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.
- Upon completion of the audit of IRI’s financial statements, selected bidder will issue a written report to the Audit Committee of IRI.
- In addition to the report on the IRI’s financial statements, selected bidder will be required to issue the following types of reports:
  o A report on the fairness of the presentation of the IRI’s schedule of expenditures of federal awards for the year audited.
  o Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
  o Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements.
Report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, on each major program.

- A schedule of findings and questioned costs.
- In addition to the above, selected bidder may be requested to perform other, certain non-audit services like assisting with the preparation of the financial statements.

**FOR CEPPS:**

- Conduct an audit of CEPPS's financial statement in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget’s (OMB) Compliance Supplement.
- Prepare and file Form 990 on behalf of CEPPs.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CEPPS’s ability to continue as a going concern for a reasonable period of time.
- Prepare a report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which auditor becomes aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. The report(s) on compliance matters should address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.
- Upon completion of the audit of CEPPS's financial statements, selected bidder will issue a written report to the designated representative for CEPPS.

**Technical Proposals**

All proposals submitted to IRI must include:

1. The name, address, and telephone numbers of the Bidder (and electronic address if available). If the Bidder is a firm, name(s) should be provided for individuals authorized to conduct business on behalf of the firm.
2. A cover letter setting forth the experience of the Firm, including any sub-contractors’
3. experience, describing work performed on similar projects; key personnel qualifications and relevant experience;
4. Resumes of qualified professionals who will be conducting the audit;
5. A statement detailing the Firm’s availability and anticipated timetable for completion of the audit;
6. An affirmative statement that the Firm and all assigned key professional staff are properly registered/licensed to practice in Washington, DC;
7. A statement certifying that Firm has no existing or foreseen conflicts to perform the services requested by IRI as envisioned under the above Scope of Services;
8. A detailed audit plan;
9. Three references, including at least two clients for who services have been provided within the past three years. Provide the contact names, positions, and phone numbers for representatives of each entity listed as a reference. IRI reserves the right to contact references for information that may be used in the evaluation process;
10. A price schedule that details the lump sum required to provide the scope of work, which includes all overhead and profit that may be incurred in performing the project. The price for other proposed services not included in the scope of work may be included.
11. If the Bidder is a U.S. organization/resident, or a foreign organization/resident which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., the information submitted must contain Bidder’s Taxpayer Identification Number.
12. Proposals will not exceed 20 pages (not including cover page).

**Price Proposals**

Bidders must propose a firm-fixed price to provide the scope of work detailed above. The Bidder’s pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission. The proposed Price should be fixed and inclusive of all costs to perform, including inspection services, transportation, taxes, import duties (if any), and other levies. To the extent that a Bidder proposed to include any pricing not reflected in the table below, such pricing must be fully described in the proposal. Proposals must be submitted in USD, payments under any resulting contract will be made in this currency.

**Evaluation and Award Process**

1. IRI may contact any Bidder for clarification or additional information, but Bidders are advised that IRI intends to evaluate the offers based on the written proposals, without discussions, and reserves the right to make decisions based solely on the information provided with the initial proposals. IRI may but is not obligated to conduct additional negotiations with the most highly rated Bidders prior to award of a contract and may at its sole discretion elect to issue contracts to one or more Bidders.
2. Mathematical errors will be corrected in the following manner: If a discrepancy exists between the total price proposed and the total price resulting from multiplying the unit price by the corresponding amounts, then the unit price will prevail and the total price will be corrected. If there is a discrepancy between the numbers written out in words and the amounts in numbers, then the amount expressed in words will prevail. If the Bidder does not accept the correction, the offer will be rejected.
3. IRI may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if IRI determines that the lack of balance poses an unacceptable risk.

4. IRI will conduct a source selection based as follows:

IRI intends to make an award to the responsible Bidder based on the following evaluation factors:

   a) Quality of response to RFP package – 20 percent
   b) References feedback on applicant’s ability to provide the scope of work in a timely, professional manner – 20 percent
   c) Demonstrated ability and qualifications to conduct audits required by the CFR – 20 percent
   d) Familiarity with federal laws, rules, and regulations relevant to audits required by the CFR – 20 percent
   e) Price – 20 percent

IRI intends to evaluate Bidders’ proposals in accordance with these factors and make an award to the responsible Bidder whose proposal is most advantageous to the program.

5. If a cost realism analysis is performed, cost realism may be considered in evaluating performance or price.

**Submission Instructions**
Bids must be submitted via email to Dami Abujade, at dabujade@iri.org with the subject line “IR12022GLOBAL01o RFP” by the deadline listed above.

**RFP Terms and Conditions**
1. Prospective Bidders are requested to review clauses incorporated by reference in the section “Notice Listing Contract Clauses Incorporated by Reference”.
2. IRI may reject any or all proposals if such is within IRI’s interest.
3. Proof of costs incurred, such as but not limited to receipts, pictures, and financial documents, may be requested during and for up to three years after the end of the contract period.
4. The Bidder’s initial proposal should contain the Bidder’s best offer.
5. Payment will be made upon receipt of invoices and deliverables/services.
6. Discussions with Bidders following the receipt of a proposal do not constitute a rejection or counteroffer by IRI.
7. IRI will hold all submissions as confidential, and submissions shall not be disclosed to third parties. IRI reserves the right to share proposals internally, across divisions, for the purposes of evaluating the proposals.
8. For any currency conversion, the exchange rate to US Dollars listed on oanda.com on the closing date of this solicitation shall be used.
9. Every contract will contain provisions governing termination for cause and termination for convenience.

10. By submitting a proposal, offeror agrees to comply with all terms, conditions, and provisions included in the solicitation and agreement to the services identified above and will specifically identify any disagreement with or exceptions to the terms, conditions, and provisions.

11. Offerors confirm that the prices in the proposal/proposal/application/quote have been arrived at independently, without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

12. If IRI continues to require the goods and services and the price remains reasonable and within market norms, resulting contract may be renewed each year for up to 5 years with 30 days' notice to the Contractor. Bidder must establish any price increase for each renewal year in the initial bid.

13. By applying to this RFP, applicant is certifying that if it is awarded a contract, none of funds payable under the resulting contract will be used to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in compliance with the National Defense Authorization Act. Covered telecommunications equipment and services mean any of the following:
   i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
   ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
   iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
   iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 CFR 200.216).

14. Bidders agree to disclose as part of the proposal submission:
   o Any close, familial, or financial relationships with IRI staff and agents. For example, the Bidder must disclose if a Bidder’s mother conducts volunteer trainings for IRI.
   o Any family or financial relationship with other Bidders submitting proposals. For example, if the Bidder’s father owns a company that is submitting another proposal, the Bidder must state this.
   o Any other action that might be interpreted as potential conflict of interest.
Notice Listing Contract Clauses Incorporated by Reference
IRI is required to make the contractor subject to certain flowdown clauses of the prime award. This awarded contract will incorporate one or more clauses by reference, with the same force and effect as if they were given in full text. Where “flow-down” to the contractor is applicable, references to “USAID/Department of State” shall be interpreted to mean “IRI”, “Recipient” to mean “Contractor”, and “Subrecipient” to mean “lower-tier subcontractor.” Included by reference are the applicable provisions contained in Appendix II to 2 CFR Part 200 and USAID Standard Provisions for Non-US Non-governmental Organizations/US Department of State Standard Terms and Conditions.

IRI Obligations
Issuance of this RFP does not constitute an award commitment on the part of IRI, nor does it commit IRI to pay for costs incurred in the preparation and submission of a proposal or quotation.

Required Certifications
The following certificates need to be signed by all Bidders. These certifications are an integral part of the quotation/proposal. Please print them off and send back to us with your proposal after signature on each certificate. They are:

- Certification regarding debarment, suspension, ineligibility, and voluntary exclusion lower tier covered transactions
- Authorized Individuals
- Certification Regarding Lobbying
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification implements Executive Order 12549, Debarment and Suspension and the requirements set forth in 2.C.F.R. 180, Subpart C.”

Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

1. By signing and submitting this proposal/application/quote, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal/application/quote is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal/application/quote that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the IRI.

6. The prospective lower tier participant further agrees by submitting this proposal/application/quote that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a
person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _______________________
Date: _______________________
Name: _______________________
Title/Position: _______________________
Entity Name: _______________________
Address: _______________________

## Authorized Individuals

The offeror/bidder/applicant represents that the following persons are authorized to negotiate on its behalf with IRI and to bind the recipient in connection with this procurement:

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Signature: ______________________
Date: ______________________
Name: ______________________
Title/Position: ______________________
Entity Name: ______________________
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ______________________
Date: ______________________
Name: ______________________
Title/Position: ______________________
Entity Name: ______________________
Address: ______________________