

## Request for Proposal (RFP)

PF No. and Title: PR-2025-02-028 "Request for Audit Services"

RFP Issue Date: February 14, 2025

Proposal Submission Deadline: February 28, 2025

**Contracting Entity**: Helen Keller International (Helen Keller Intl)

Place of Performance: Conakry, Guinea

#### **Contents of this Document**

SECTION 1: Introduction, Eligibility of Bidders, and Definitions	1
SECTION 2: Scope of Work	2
SECTION 3: Proposal Instructions	
SECTION 4: Evaluation Criteria and Basis for Award	g
SECTION 5: Proposal Validity, Submission Deadline and Instructions	g
SECTION 6: Negotiations	10
SECTION 7: Terms of the Solicitation	10
ANNEX A: Conflict of Interest Disclosure	12
ANNEX B: Format of CV to Be Used for Personnel (One Document Per Person)	13
ANNEX C Financial Offer Format	14

Bidders are encouraged to read this RFP and all attachments in its entirety paying specific attention to the instructions and requirements. Issuance of this RFP does not in any way obligate Helen Keller International to award a contract, nor does it commit Helen Keller International to pay for costs incurred in the preparation and submission of a proposal. All recipients of this RFP shall treat all information and details included herein as private and confidential.

### **SECTION 1: Introduction, Eligibility of Bidders, and Definitions**

## 1. Introduction

Helen Keller overcame tremendous obstacles to her health and wellbeing – and helped millions of others to do the same. Guided by her remarkable legacy, Helen Keller Intl partners with communities that are striving to overcome longstanding cycles of poverty. By delivering the essential building blocks of good health, sound nutrition and clear vision, we help millions of people create lasting change in their own lives. Together with a global community of supporters, we are ensuring that every person has the opportunity – as Helen did – to reach their true potential.

Helen Keller Intl invites all eligible Bidders to submit proposals to provide services for a financial and compliance audit of a country office, for the year ending December 31, 2024 for Helen Keller Intl - Guinea, hereinafter referred to as The Country Office.

The purpose of this Request for Proposals (RFP) is to select a vendor that will provide best value to Helen Keller Intl, when both technical and cost factors are combined.

# 2. Program Background

Helen Keller International is an international non-profit organization present in Guinea since 2000. The main office is located in Kipé Dadia.

Helen Keller Intl uses Oracle-NetSuite as its official financial system of record.

The Country Office has 02 bank accounts and has issued approximately 1,000 payments during the period under audit. The books are maintained using an automated accounting system called Oracle-NetSuite. Total transaction

lines for the period under audit are approximately *16,000*. The total expenses for the period under audit are approximatively *\$5,5 million*.

Payroll is *automated or computed in house*. Total number of employees (both cooperating country and international staff) at the end of the period under audit is 25.

### 3. Description of Programs

During the period under audit in The Country Office, the primary donor programs, funded by *USAID and GiveWell Foundation* implemented 02 projects in the areas of *NTD and Nutrition*. During the period under audit, the Country Office annual budget was \$5,0 million and had 12 subrecipients implementing under *02* separate projects.

## 4. Eligibility of Bidders

This RFP is open to entities that are deemed capable of implementing the scope of work, with a solid record of integrity and business ethics, and that meet the eligibility requirements stated in this Section. All bidders must be chartered accountants registered on the roll of the Order of Chartered Accountants or the body that takes its place in each State Party (Article 20 SYCEBNL) for a term appointed for three (03) financial years renewable once (Article 21 SYCEBNL).

Bidders that submit proposals in response to this RFP must meet the following requirements:

- 1) Be a non-government entity that is legally registered under the laws of the country where it is operating; and,
- 2) Have demonstrated capacity and expertise to successfully implement the Scope of Work; and,
- 3) Have completed the required representations and certifications incorporated in this RFP; and,
- 4) Be willing to comply with any relevant Helen Keller Intl requirements.

Note: Helen Keller Intl will not award a contract to any firm that is debarred, suspended, or proposed for debarment by the U.S. Government, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

## **SECTION 2: Scope of Work**

Helen Keller Intl will evaluate all proposals received in response to this RFP in accordance with the evaluation criteria described in this document.

This RFP contains the following Annexes:

- Annex A: Conflict of Interest Disclosure
- Annex B: Format of CV to be used for Personnel (one document per person)
- Annex C: Financial Offer template (separate Excel spreadsheets)

The purpose of this RFP is to obtain the services of a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority in The Country Office, hereinafter referred to as the "Offeror," to perform a financial and compliance audit of The Country Office

The Country Office records should be audited from January 1st, 2024 through December 31st, 2024.

### 1. Objectives of the Mission

The general objectives of the audit are to express an opinion on the sincerity and consistency of the information given in the activity report with the financial statements. The specific objectives of the mission are as follows:

- a) Ensure that the financial and accounting information produced accurately reflects the main aspects of Helen Keller Intl Guinea's financial situation, as well as the funds received and the expenses incurred during the same period, in accordance with the applicable rules. As such, the statutory auditor must examine the financial records of Helen Keller Intl Guinea's accounts to determine that:
- The financial statements have been prepared on the basis of the systematic application of the rules of expected accounting (SYCEBNL) and that they give a true and fair view of the financial position;
- All necessary records, accounts and entries have been kept in respect of the operations relating to each account:
- Check the consistency between the books of accounts and the reports;
- b) Ensure that operations comply with donor procedures, including the approved budget and work plan, as well as any related changes specified in implementation letters. As such, the statutory auditor must:
- Verify compliance with the management provisions of the donors in force and the degrees of application of the procedures as well as the various procurement procedures to ensure that calls for competition are respected;
- Review monthly bank reconciliation statements;
- Ensure the proper financial management of the bank account;
- Verify the eligibility and authentic value of the supporting documents;
- Notify non-compliant expenses (i) to each account's activities (ii) to compliance rules or not budgeted;
- Ensure the quality and reliability of the filing and archiving system and the accounting and administrative documentation;
- Monitor petty cash management, including regular and unannounced checks, compliance with individual spending limits and ceilings approved by Helen Keller Intl's standards;
- Assess the internal control system;
- Ensure that disbursements obtained are in accordance with the procedures and within the time frame of the memoranda of understanding;
- Ensure the veracity of the physical achievements of activities in the field;

### 2. Progress of the Mission

## a) Mission Management

The Auditor shall have access to all information deemed relevant to the audit of the financial statements, including records, documents and other necessary items; It should also have unrestricted access to all Helen Keller Intl – Guinea's staff and project implementation sites for physical inspections;

The objectives of the Statutory Auditor's mission are as follows:

- Auditing the accounts of Helen Keller Intl Guinea;
- To provide an opinion on the financial statements, in particular whether the overview presents an accurate
  and fair view of income and expenditure in accordance with the terms of the contracts, as well as generally
  accepted administrative principles;
- Assess the internal control structure and control risk, and identify circumstances that need to be reported, including material deficiencies in internal control;
- For audits, the auditor must produce a report on the financial statements and a report on internal control in accordance with the standards (ISA 700):

# The report on the financial statements must show, at a minimum:

- The auditor's professional and independent opinion on the financial statements
- The auditor's opinion on acquisitions
- Reconciliation of the cash account;
- The report on internal control, at a minimum:

• The strengths and weaknesses as well as the recommendations in the dynamic of improving the internal control system.

# The report on the management or activity report:

The auditor will appreciate specific audits to confirm the consistency between the management or activity reports and the financial statements.

# b) Scope of the audit engagement

- The Auditor is responsible for providing an opinion on the financial statements of the Helen Keller International Guinea with a particular focus on compliance with SYCEBNL standards. The audit will include such tests and verification procedures as the Auditor deems necessary in the circumstances to demonstrate compliance with the agreed financial management provisions and requirements of the projects.
  - To ensure compliance, the Auditor will conduct tests to confirm that:
    - ✓ All funds, including matching funds and other external funds, were used effectively and efficiently, in accordance with the terms and conditions of the Funding Agreement, and only for the purposes for which they were provided.
    - ✓ Acquisitions of goods, works and services were made in accordance with the provisions of the Funding Agreement in question and were properly recorded in the books of account.
    - ✓ System of internal controls: assessment of the adequacy and effectiveness of the overall system of accounting and internal control for the control of expenditure at all levels and other financial transactions, with particular attention to the adequacy and effectiveness of controls over cash transactions;
    - ✓ All appropriate supporting documents, documents and accounting records relating to the activities of the Project are kept. The Auditor will verify that all financial reports prepared and published during the reporting period have been prepared and published in accordance with the relevant books of account.
- Compliance with applicable laws: Verify that transactions comply in all respects with applicable laws; including but not limited to:
  - ✓ Validity of office registration and compliance with registration requirements
  - ✓ Compliance with local labor law
  - ✓ Compliance with local tax laws including:
    - Corporate tax and exemptions
    - o Payroll Taxes, Income Taxes, including expatriate taxes
    - o VAT
    - o Other taxes if any
- Responsible for the review of tax filings in compliance with OHADA regulations and country-specific tax requirements.
- The Auditor is also required to review expense statements, account reconciliations and supporting documentation and report on their reliability and objectivity in the letter to management. Any discrepancies if any will also be reported in this letter.
- Currency used for the report must be **Guinea Francs**
- Report must be in both French and English.

#### 3. <u>Deliverables:</u>

- 1. Audit Report with audit opinion including accompanying statements on financial position, statement of activities, changes in the net assets and cash flows and related notes to financial statements including supplementary schedule showing total expenses (local transactions) by project.
- 2. Confirmation of the completeness on the Tax filings in compliance with OHADA regulations and country-specific tax requirements.

- 3. Management letter report and an opinion on compliance with host Country laws and regulations, (registration, labor law, tax laws etc.).
- 4. Audit management letter or comments and recommendations on internal control procedures and program compliance as applicable. If no issues have arisen during the course of the audit, the auditors must issue a management letter stating that no issues have arisen during the audit.

For easy reference and to manage the review of the draft reports, all draft reports (both audit reports and audit management letters) submitted to Helen Keller for review *must be in MS Word*. Helen Keller will ensure that any suggested edits/comments to the draft audit report/ management letter will be in-track changes, to keep a record of any such suggestions.

## 4. Delivery Schedule

Offeror must transmit one copy of the draft audit report in *Microsoft word* to The Country Office Director. The draft audit report is due *30 calendar days* after the field work is started.

The Offeror shall deliver 3 copies of the final audit report along with a digital version to The Country Office Director no later than 7 calendar days after Helen Keller provides the final feedback on the draft reports and should be no later than 4 months after the contract signature.

Reports may be submitted earlier than the schedule indicated above. However, if the Offeror fails to deliver the audit reports within the time specified herein, or if the Offeror delivers audit reports that do not conform to all of the provisions of the contract, Helen Keller may, by written notice of default to the Offeror, terminate the whole or any part of the contract. Under certain extenuating circumstances, the contracting agent may extend this schedule upon written request of the Offeror with sufficient justification.

## 5. Audit Review

All audit reports prepared under the contract will be reviewed by *Helen Keller's Vice President, Finance/Accounting, and Finance/Systems Specialist to* ensure compliance with the terms of the contract and other appropriate audit guides.

## 6. Exit Conference

An exit conference with Helen Keller's representatives and the Offeror's representatives will be held at the conclusion of the field work. Observations and recommendations must be summarized in writing and discussed with Helen Keller. It should include internal control and program compliance observations and recommendations.

## 7. Workpapers

- Upon request, the Offeror will provide a copy of the workpapers pertaining to questioned costs determined in the audit, if any. The workpapers must be concise and provide the basis for the questioned costs as well as an analysis of the problem.
- The workpapers will be retained for at least three years from the end of the audit period.
- The workpapers will be available for examination by authorized representatives of Helen Keller and if applicable Helen Keller donors, as authorized by Helen Keller.

### 8. Confidentiality

The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the audit reports required to be submitted to host government authorities and Helen Keller donors, the Offeror agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or

authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need to know" basis.

The Offeror agrees that, where applicable appropriate technical and organizational measures are taken against unauthorized or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data in accordance with Data Protection Legislation. The Offeror agrees that their employees, agents and other representatives observe the requirements of the legislation and any amendments and revisions thereto in the provision and use of the subject-matter of the Agreement and shall comply with any request made or direction given to another which is directly due to the requirements of such legislation.

For the purpose of this Paragraph:

- i. "Confidential Information" means all information in respect of the Helen Keller Intl business, affairs including any such information obtained, held or retained and on whatever medium, including without limitation written, software or other storage media and whether or not that information is marked "confidential".
- ii. "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time including without limitation the General Data Protection Regulation (EU) 2016/679 (the "GDPR").

The Offeror agrees to immediately notify, in writing, Helen Keller's authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

## 9. Anticipated Contracting Period and Award Mechanism

The anticipated period of the resulting award is expected to be 02 months beginning on or about mid-February, 2025.

Helen Keller Intl intends to award an all-inclusive fixed price Professional Services Contract to the winning offer. No profit, fees, taxes, or additional costs may be added after award. This RFP is subject to all the terms and conditions of the resulting contract. Any resultant award will be governed by these terms and conditions.

## **SECTION 3: Proposal Instructions**

The Bidder's proposal will consist of two separate documents:

Part 1 - Technical Offer Part 2 - Financial Offer

The Technical Offer and the Financial Offer (altogether "proposal") <u>must be submitted separately. The Bidder should not include any cost data in the Technical Offer.</u>

The proposal should be concisely presented and structured, and should explain in detail the Bidder's availability, experience and resources to provide the requested services.

Proposals that are incomplete or do not address these criteria may not be considered in the review process. All proposals **must be submitted in English and** (and French if required by local law).

Both the Technical Offer and Financial Offer must be submitted with a **Cover Letter** which must include the following information and must be signed and stamped by an authorized representative of the Bidder organization:

- i. Date of Submission of the Proposal
- ii. Term of proposal validity (minimum {60} days)

- iii. Name of the company/organization
- iv. Name and title of authorized representative of organization
- v. Type of company/organization
- vi. Address
- vii. Telephone
- viii. E-mail
- ix. Taxpayer Identification Number
- x. Other required documents that shall be included as attachments to the cover letter:
  - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the bidder is registered.
  - b) Copy of company tax registration, or equivalent document.
  - c) Copy of trade license, or equivalent document.

Bidders must also submit a signed Conflict of Interest Declaration Form. This form will be assessed to establish whether the Bidder has any present or potential future conflict of interest according to the definition in Annex A. If the conclusion is reached that any conflict of interest declared by the Bidder could have a negative impact on the Bidder's ability to perform the Service, Helen Keller Intl may decide to reject the submitted proposal. Failure to accurately complete the Conflict-of-Interest Declaration Form may also lead to the rejection of the submitted proposal.

#### **Part 1: TECHNICAL OFFER**

The Technical Offer should include the following:

## 1) Bidder past performance record/relevant experience- {2} pages maximum

Offerors should describe prior auditing experience, specifically regarding audit of international nonprofit organizations and/or other nonprofit organizations.

Information related to Bidder's past performance/prior experience in conducting work in the country/region similar in nature and volume to the services requested (brief description, deliverables, date, client etc.).

Bidders must also provide contacts for at least three (3) professional references for previous work and/or experience under similar SOWs. Contact information should include, at a minimum: name of individual, name of company, brief information on relationship to Bidder, address, email, and phone number. Helen Keller Intl reserves the right to contact any and all references provided. Contact information for references is not subject to the page limitation for this section.

# 2) Technical approach - {7} pages maximum

The technical approach must describe the proposed approach to achieving the program objectives and must address the following:

- a) Information as to whether the Bidder currently has a presence in the country/region, and the nature of this presence.
- b) A brief description of the Bidder's understanding of the objectives and scope of work for the consultancy.
- c) An overview as to how the Bidder would propose to complete the requested services indicated in this RFP.
- d) An explanation of other services that can be provided to nonprofits including value added items which can include consulting services, training services, and products.

## 3) Organizational and Team Structure and Qualifications - {3} pages maximum, excluding CVs

- a) Describe organization, size (in relation to audits to be performed) and structure. Description should include:
  - a. Size of the Business, including number of employees and physical site locations;

- b. Explanation of relationships with home or corporate offices or explanation of independence. b) Team structure: Bidders must describe the structure of the team that will deliver against the objectives and scope of work described in this RFP. Team structures must identify the project manager (or Team Leader) and other team members and the roles and responsibilities that each will have over the duration of the contract; overall supervision to be exercised
  - c) The minimum requirements and qualifications for the Team Leader who will be leading the team are the following:
    - A licensed Chartered Accountant or Certified Public Accountant who is legally permitted to practice
      in the country and allowed to certify financial audit reports. Such a person must not have been
      debarred or suspended from practicing accountancy by any accounting body or local government.
    - b) If any members of the proposed team do not currently reside in Guinea, the Bidder must state how the personnel would travel to the country to perform such Services, and the estimated travel time.

At a minimum, the Bidder should provide the following information:

- c) A current CV for the proposed personnel in a format provided in Annex C. The CV must not exceed three pages in length and shall be in chronological order starting with the most recent experience and summarizing relevant experience and qualifications.
- d) Copy of accounting licenses of the partner who will be signing off on the audit report as well as the team leader must be included along with the technical offer.
- e) The country of residence for all persons proposed for the provision of this Service (meaning the country in which the person or persons resides and from which they would be flying from in order to reach the Place of Performance to undertake this consulting work).
- f) If any of the Bidder's personnel do not reside in the country in which they are assigned to perform the required Services, the Bidder must state how these personnel would travel to perform such Services, and the estimated travel time. The Bidder should specify how many trips might be required, and which team members would join these trips.

The Bidder must notify Helen Keller Intl if it intends to replace a key member of the Bidder's team (with an explanation for doing so) prior to the award date and provide Helen Keller Intl with the information required for the approval of a replacement proposal. Any replacement shall be subject to the approval of Helen Keller Intl. This is also valid for any replacement taking place during the contract duration.

Helen Keller Intl may choose to contact the Bidder prior to making a final decision. Please confirm whether this would be possible, ensuring that full contact details are also included in the resume (email, telephone number).

### **Part 2: FINANCIAL OFFER**

This contract will be issued as a firm fixed price contract with payment made against deliverables against services. Helen Keller Intl will only issue payment via electronic payment methods and all bank accounts must be in the name of the company/organization only.

As part of the Financial Offer, Bidders must include a detailed budget, submitted in Microsoft Excel, expressed in GNF, with an accompanying budget narrative, submitted in Microsoft Word, describing the basis for the listed cost elements. Supporting information should be provided in sufficient detail to allow a complete analysis and determination of reasonableness of each cost element. Bidders are required to include and clearly label <u>all</u> costs deemed necessary to complete the work called for hereunder.

The Financial Offer template can be found in Annex C and must include the following:

**1. Labor Cost:** The Bidder must provide information related to team structure, daily rates and Level of Effort (LoE) (measured in days) for the deliverables listed. Please state assumptions made when submitting the cost information including any additional options and stating all conditions.

- 2. **Other Direct Costs:** The Bidder should provide a breakdown estimate of other main direct costs which are considered necessary for completion of the work. Other direct costs will cover transportation costs, visa, and per diem. Any other direct costs shall be agreed prior with Helen Keller Intl.
- **3. Indirect Rates and Fixed Fee:** If it is a Bidder's regular practice to budget indirect rates, e.g., overhead, fringe, G&A, administrative, or other rate, Bidders must explain the rates and the rates' base of application in the budget narrative. Helen Keller Intl reserves the right to request additional information to substantiate a Bidder's indirect rates. Proposed fixed fee must also be explained in the budget narrative and represented as a separate line item in the budget.

## **SECTION 4: Evaluation Criteria and Basis for Award**

Helen Keller Intl will follow a **Best Value Trade-Off selection methodology**. Helen Keller Intl may award to an eligible, responsible firm whose proposal is most advantageous to the program, with price and other factors considered proposal, including but not limited to compliance with the requirements of the RFP without material deviation. Bidders may not modify non-responsive offers after the proposal deadline in order to make them responsive. However, Helen Keller Intl may request a Bidder to clarify an offer as long as no material deviation exists.

The criteria below will serve as the basis upon which proposals will be evaluated. Selection will be based principally on the technical merits of the proposals, but price and other factors will be considered, and award will be made only if the proposal is determined to be technically acceptable and cost reasonable.

Evaluation Criteria per Solicitation	Total Max Points
Past Performance/ Prior relevant experience	20
Number of years in practice	
Experience in general and with nonprofits	
Personnel Qualifications 20	
Number of licensed partners/ staff and experience	
Technical qualifications of team	
Technical Merit	20
Assessment of technical bid	
Audit process described in the technical bid	
Operational Capability	20
Total Technical Score	80

Upon completion of the evaluation of Technical Offers, Helen Keller Intl will evaluate Financial Offers for budget presentation, details of the budget narrative, and cost effectiveness (reasonable, realistic, match the Technical Offer and meet requirements of RFP). No points are assigned to Financial Offers, but these criteria will be considered, in conjunction with the total score of the Technical Offer. This RFP utilizes the tradeoff process and Helen Keller Intl may award a contract to the offeror whose proposal represents the best value to Helen Keller Intl and the program. Helen Keller Intl may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

#### **SECTION 5: Proposal Validity, Submission Deadline and Instructions**

Proposals should have a {60-day} validity period from the proposal submission date, as provided in the Cover Letter.

Proposals must be submitted electronically by the deadline listed on the cover page of this RFP by E-mail to gn.procurement@hki.org, indicating in the subject line of the e-mail the company name and the RFP number.

A full proposal submission will include the following documents, all of which must reference the RFP number as stated on the cover page of this document:

- Cover Letter
- Technical Offer
- Financial Offer
- Conflict of Interest Disclosure Form
- Copies of Bidder legal registration documents
- Copies of professional licenses of audit team
- Other pertinent information relevant to the proposal submission

QUESTIONS: No verbal questions will be entertained, either in person or via telephone. However, Helen Keller Intl will accept written questions about this RFP <u>until the date specified on the cover page of this document.</u> Any questions related to this RFP should be addressed to gn.procurement@hki.org. In order to ensure competitive fairness, Helen Keller Intl's response to all questions deemed relevant will be communicated to all potential Bidders, ensuring the original requestor's anonymity.

### **SECTION 6: Negotiations**

Best offer proposals are requested. It is anticipated that an award will be made solely on the basis of the original offers received. However, Helen Keller Intl reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a contract. Furthermore, Helen Keller Intl reserves the right to conduct a competitive range and to limit the number of bidders in the competitive range to permit an efficient evaluation environment among the most highly rated proposals. Highest-rated bidders, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Helen Keller Intl, bidders may be requested to conduct oral presentations. If deemed an opportunity, Helen Keller Intl reserves the right to make separate awards per component or to make no award at all.

#### **SECTION 7: Terms of the Solicitation**

- 1. Issuance of this RFP does not constitute an award commitment on the part of Helen Keller Intl, nor does it commit Helen Keller Intl to pay for costs incurred in the preparation and submission of a bid.
- 2. Attached files are an integral part of this RFP.
- 3. Helen Keller Intl may contact Bidders to confirm contact person, address, bid amount and to confirm that the proposal was submitted for this solicitation.
- 4. False Statements: Bidders must provide full, accurate and complete information as required by this solicitation and its attachments.
- 5. Conflict of Interest Disclosure: In Annex A Bidders must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in Helen Keller Intl having to reevaluate selection of a potential Bidders.
- 6. Right to Select/Reject: Helen Keller Intl reserves the right to select and negotiate with those firms it determines, in its sole discretion, to be qualified for competitive proposals and to terminate negotiations without incurring any liability. Helen Keller Intl also reserves the right to reject any or all proposals received without explanation.
- 7. Reserved rights: All RFP responses become the property of Helen Keller Intl and Helen Keller Intl reserves the right in its sole discretion to:
  - a. To disqualify any offer based on Bidder's failure to follow solicitation instructions;
  - b. To waive any deviations by Bidders from the requirements of this solicitation that in Helen Keller Intl's opinion are considered not to be material defects requiring rejection or disqualification or where such a waiver will promote increased competition;
  - c. Extend the time for submission of all RFP responses after notification to all Bidders;
  - d. Terminate or modify the RFP process at any time and re-issue the RFP to whomever Helen Keller Intl deems appropriate;

- e. Issue an award based on the initial evaluation of offers without discussion;
- f. Award only part of the activities in the solicitation or issue multiple awards based on solicitation activities.
- 8. Bidders and its proposed personnel shall disclose any factors that could limit the organization's ability to independently perform the services such as relationship with counterpart employees, past employment, etc.

#### **ANNEX A: Conflict of Interest Disclosure**

Helen Keller Intl Code of Conduct & Ethics Policy: In accordance with the Helen Keller Intl Code of Conduct and Ethics Policy, Helen Keller Intl requires full and open disclosure when dealing with procurement. As such, Helen Keller Intl employees must avoid any conflict of interest or the appearance of a conflict of interest. Helen Keller Intl employees must at all times provide full disclosure of their actions or relationships with prospective vendors, contractors, or consultants. Helen Keller Intl employees shall not solicit, request, accept, or agree to accept any gift from a vendor or prospective vendor.

Helen Keller Intl reserves the right to reject any or all quotes when considered to be in the best interest of the organization and/or the people it serves. All parties submitting a proposal in response to this Request for Proposal are obligated to disclose the existence of any actual or possible conflict of interest relating to every country included within their proposal in the attached *Conflict of Interest Declaration Form*.

Failure to fully disclose such information could lead Helen Keller Intl to reject a proposal. If a party has no conflict to declare for any of the countries covered in their proposal, they may submit one form, listing all of the countries covered.

"Conflict of Interest" means a situation in which an Bidder, or an Affiliate (as defined below), or a sub-contractor (if any) of an Bidder, has interests (financial, organizational, personal, reputational or otherwise) that would or may appear to make it difficult for an Bidder to fulfill its obligations to Helen Keller Intl in its role as the vendor in an objective, independent and professional manner, or a situation in which it is reasonable to foresee that such an interest would arise. A Conflict of Interest may arise in the following circumstances, which are not exhaustive:

- i. a Bidder has been, or is involved in the design of a proposal or request for funding that has been, or will be submitted to Helen Keller Intl;
- ii. a Bidder has been, or is involved in the provision of advice to an entity that is a Principal Recipient or a Subrecipient;
- iii. a Bidder has been, or is involved in, or has provided advice in relation to the procurement of goods and/or services by a Principal Recipient and/or a Sub-recipient;
- iv. a Bidder has been, or is involved in the provision of auditing services to a Principal Recipient and/or a Subrecipient; or
- v. a Bidder has submitted an expression of interest, tender, bid or otherwise indicated interest in providing services of any nature to a Principal Recipient or a Sub-recipient that remains valid at the time of, and for the duration of the term of this Contract.

"Affiliate" means a business concern, individual or other entity that, directly or indirectly: (i) controls or can control an Bidder; (ii) is controlled by, or can foreseeably be controlled by, an Bidder; or (iii) along with an Bidder, is controlled by, or can foreseeably be controlled by, the same third party.

<u>Bidde</u>	Bidder Conflict of Interest Declaration Form: Please check one box below, as appropriate:		
	The Bidder hereby declares that it has read and understood the Conflict of Interest rules set forth in the Request for Proposals (RFP) and warrants that no Conflict of Interest exists on the part of the Bidder or an Affiliate of the Bidder, with regard to the services to be performed under the RFP. The Bidder hereby agrees to comply with the Conflict of Interest rules set forth in the Request for Proposals (RFP).		
	The Bidder wishes to disclose a real or potential Conflict of Interest situation(s) and propose mitigating action(s). <i>Note:</i> if this box is checked, please describe in an attachment, <i>in detail</i> , the situation and present a proposed mitigation plan / arrangement for consideration by Helen Keller Intl.		
Bidde	er:		

Signature:	
Printed Name:	
Title:	
Date:	

# ANNEX B: Format of CV to Be Used for Personnel (One Document Per Person)

Name:			
			_
Title:			
Nationality:			
Home Office Address:			
Professional Qualification	ons and Licenses:		
Language skills:			
Language:	Reading:	Speaking:	Writing:
Relevant work experien	ce, including the duration	on and responsibilities:	
References:			
Name:		Name:	
Position:		Position:	
Organization:		Organization:	
E-mail:		E-mail:	
Address:		Address:	
Telephone:		Telephone:	
Relationship:		Relationship:	
Certification:		•	
I declare that the informa	tion provided in this CV	is accurate and hereby aut	horize Helen Keller Intl to
			necessary in the course of
the assessment process, in	relation to the information	on in this curriculum vita re	elating to my suitability for
the position for which I ha			
Signed:		Date	<u> </u>

# **ANNEX C Financial Offer Format**

# DETAILED FEE BREAKDOWN WORKSHEET (SAMPLE FORMAT)

Cost Element	Unit Cost	Quantity	Total Cost
1. AUDIT FEES	NA	NA	
2. TRAVEL & TRANSPORTATION A. Travel B. Per Diem		Number of trips	
SUBTOTAL			
3. OUT-OF-POCKET EXPENSES			
SUBTOTAL			
4. TAXES (If applicable)			
		Total	

Principal's Signature

# Summary of Services and Timeline to be Submitted in Excel

Service	Deliverable Deadline	Total Days	Total amount per service
Audit Kick-Off Meeting			
Document Request from Auditors			
Document Submission Deadline for Helen Keller Intl			
Audit field work			
Weekly Update Meetings with Helen Keller Finance Team (and CD, if needed)			
Draft Audit Report and Management Letter			
Management Responses from Helen Keller Intl			
Final Audit Report			
Total Cost			

# Bidder:

Signature:	
Printed Name:	
Title:	
Date:	