



RFP # HQ00-2021-01 – Audit Services

Request for Proposals

RFP Number: HQ00-2021-01

Services being Procured:

Audit (Consolidated Financials and Single Audit -EAI,
Consolidated Financials -CMI)
and Tax Return Preparation (990 -EAI)

Issued By:

Equal Access International
1001 Connecticut Avenue, NW Suite 909
Washington, D.C. 20036

Key Dates:

RFP Issued:	Monday, September 27, 2021
Deadline for Questions:	Friday, October 8, 2021, 12:00 noon EDT
Deadline for Submission of Proposals:	Wednesday, November 3, 2021, 12:00 noon EDT
Anticipated Award Date:	Friday, December 3, 2021
Assignment Commencement Date:	Monday, December 6, 2021

Background information

Equal Access International (EAI), a Washington, DC based non-profit invites qualified individuals or firms to submit a proposal to provide audit and tax return preparation services for EAI, a non-profit organization and our wholly owned subsidiary, Change Media International, Inc., a Delaware registered for profit entity, Arewa24 LLC, and Network Arewa24, a Nigerian entity (together “CMI”). The selected offeror will be retained through two separate engagement letters, one with EAI, and one with CMI.

Section 1 – Instructions to Offerors**1.1 Issuing Office**

Equal Access International
1001 Connecticut Avenue, NW, Suite 909
Washington, D.C. 20036 USA
Website: <http://www.equalaccess.org/>

Note: Questions or requests for clarification are only accepted in writing, EAI will not respond to any phone-call inquiries.

1.2 Anticipated Award Type

The award resulting from this RFP is anticipated to be fixed price based on deliverables. The deliverables include audit and preparation of tax returns. (Refer to Annex 1 – Statement of Work). The anticipated award date is on or about **December 3, 2021**, with a period of performance start date on or about **December 6, 2021**.

1.3 Period of Performance

The initial period of performance for these services is twelve (12) months. Options for extended services will be discussed with the awardee prior to 90 days before the completion of the initial period of performance.

1.4 Basis of Award

The award will be issued to the responsible and reasonable offeror who offers the best value to EAI using a combination of price and technical or non-cost/price factors.

1.5 Submission of Questions

EAI will answer questions regarding the requirements of this RFP. Questions may be submitted via email only at eaprourement@equalaccess.org with the subject line title of “**RFP- # HQ00-2021-01 - Audit and Tax Return Preparation**” no later than **12:00 noon EDT October 8, 2021**. Answers to all questions shall be provided to all offerors.

1.6 Submission of Proposals

Proposals must be submitted no later than **12:00 noon EDT, November 3, 2021**, via email to eaprourement@equalaccess.org. The subject line of the email should include the full RFP Number and Title “**RFP-EAI Re- #HQ00-2021-01 Audit and Tax Return Preparation - [VENDOR NAME]_Proposal**”.

1.7 Interview/Clarification Questions and Answers

EAI reserves the right to ask question of offerors and to conduct interviews regarding their proposal, particularly as relates to the technical approach and key staff participating in the process, prior to final evaluation and award. If EAI chooses to conduct interviews, they will be scheduled between **Friday, November 19 and Tuesday, November 23, 2021**.

1.8 Proposal Format

For EAI to conduct the most efficient proposal evaluation, bidders are required to include the following information in their proposal as described below:

1.8.1 Technical Proposal

1. Technical Approach – Offerors must describe their proposed technical approach to providing Audit and Tax Return Preparation, as per the requirements found in Annex 1 Scope of Work (SOW). Include a description of the activities undertaken by your firm to promote/ensure audit quality. Describe the extent to which EAI and CMI personnel will be expected to contribute to the work effort. Describe any existing or potential conflict of interest and conflict mitigation plan.
2. Key Personnel – Offerors must list their key personnel and provide CVs of their relevant work experience.
3. Summary of Organization’s Experience – Offerors must provide a description of relevant past performance and experience with similar projects. EAI is especially interested in offerors international qualifications as a portion of the scope of work involves the consolidation of an audit of CMI’s Nigerian entity Network Arewa 24, LLC). In addition, please provide three references that EAI can contact who have directly worked with you and/or your organization in providing services like those outlined in Annex 1 – Statement of Work.
4. Implementation Plan and Timeline – Offerors must include an Implementation Plan and Timeline with their proposal that details significant milestones or supporting activities required to achieve the key deliverables.

1.8.2. Financial Proposal

Offerors must submit a budget proposal (including, but not limited to, all labor, other direct costs (materials, etc.) and total fixed price for the 1) audits and 2) preparation of tax return in Annex 1 – Statement of Work.

1.9 Evaluation of Proposals

EAI will use best value determination for the award. A best value determination means that, in EAI's estimation, the selected offer will provide the greatest overall benefit in response to the requirements stated in this RFP. It may be in EAI's best interest to consider an award to other than the lowest priced offeror or other than the highest technically rated offeror. The evaluation factors and allocated points are presented below.

1. Technical Approach (50 points) – Points for this section will be awarded based on the information presented in the technical approach.
2. Relevant Key Personnel and Organizational Experience (30 points) – Points for this section will be based on the relevant experience of key staff and the offeror's organizational portfolio of relevant performance, including references of past clients. Preference will be given to firms that have experience providing services to D.C.-based nonprofits.
3. Implementation Plan & Timeline (20 points) – Points for this section will be based on whether the Offeror understands and can provide compelling presentation of the activities to be undertaken, the order in which they should occur and timeline by which they should be completed.
4. Cost – The cost proposal will be reviewed and evaluated for reasonableness. EAI reserves the right evaluate cost/technical trade-offs and will award to the firm providing the best value to EAI, cost and technical factors considered.

1.10 Validity of Proposals

Proposals submitted shall remain open for acceptance for a minimum of ninety (90) days from the Deadline for Submission of Proposals. The selected Offeror(s) shall supply the services requested at the proposed prices for the delivery/performance period specified in this Request for Proposal (RFP).

1.11 Minimum Bidder Qualifications

Bidders submitting proposals must:

- 1) Be officially licensed to do such business in the United States,
- 2) Not be or debarred or suspended by the United States Government and must not appear on any excluded parties list or otherwise be ineligible for award. EAI shall not award a contract to any organization determined ineligible for award by the US Government.
- 3) Provide documentation to verify licensure (i.e., tax id, registration certificate, etc.)
- 4) Demonstrate adequate management, human and financial resources to perform the contract
- 5) Satisfactory records of performance history, integrity and business ethics
- 6) Must be certified by American Institute of Certified Public Accountants (AICPA)

1.12 Late Proposals

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Bidders will be held responsible for ensuring their proposals are received according to the instructions stated herein. Late proposals may be considered at the discretion of EAI.

1.13 Modification of RFP Requirements

EAI retains the right to terminate this RFP or modify the requirements upon notification to Offerors.

1.14 Right of Negotiation and Acceptance of Proposal

This Request for Proposal does not legally obligate EAI to award a contract. EAI reserves the right not to make an award to any Offeror. No commitment is made, either expressed or implied, to compensate Bidders for costs incurred in the preparation and submission of their proposals.

EAI may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP as outlined in this document and any subsequent modifications issued by EAI. A proposal must be complete, signed by an authorized signatory and delivered no later than the submission time and date indicated in Section 1.6. EAI may reserve the right to waive any minor discrepancies in a proposal.

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

ANNEX 1
STATEMENT OF WORK
AUDIT AND TAX RETURN PREPARATION SERVICES

Equal Access International (EAI) is seeking to engage a person or organization to provide audit services (consolidated statements and single audit) and preparation of tax returns for EAI and its wholly owned subsidiary Change Media International (CMI)).

Services include the following:

1. Audit the consolidated statement of financial position of EAI as of December 31, 2021, and the related consolidated statements of activities and change in net assets, functional expenses and cash flows for the year then ended.
2. Audit the consolidated statement of financial position of CMI as of December 31, 2021, and the related consolidated statements of activities and change in net assets, functional expenses and cash flows for the year then ended.
3. Prepare IRS Form 990, Return of Organization Exempt from Income Tax and IRS Form 990-T, Exempt Organization Business Income Tax Return, for EAI and CMI, for the year ended December 31, 2021.
4. Prepare State of California Form 199, California Exempt Organization Annual Information Return, for EAI, for the year ended December 31, 2021.
5. Prepare District of Columbia (DC) Form D-20, Corporate Franchise Tax Return, for EAI for the year ended December 31, 2021.
6. Preparation of management letter and presentation of audited financial statements and management letter to EAI Board of Directors, including executive session, if requested.
7. Availability to answer questions throughout the year.

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Amendment #1

Issued By:

**Equal Access International
1001 Connecticut Avenue, NW Suite 909
Washington, D.C. 20036**

Date Issued: October 1, 2021

This amendment is issued to revise:

1. Deadline for Questions
2. Deadline for Submission of Proposals
3. Anticipated Award Date
4. Assignment Commencement Date
5. Interview Dates

The RFP is hereby modified as follows:

Cover Page, Key Dates:

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Section 1 – Instructions to Offerors

1.2 Anticipated Award Type

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1.5 Submission of Questions

EAI will answer questions regarding the requirements of this RFP. Questions may be submitted via email only at eaprocurement@equalaccess.org with the subject line title of “**RFP- # HQ00-2021-**



RFP # HQ00-2021-01 – Audit Services – Amendment #1

01 - Audit and Tax Return Preparation” no later than **12:00 noon EDT October 8, 2021**. Answers to all questions shall be provided to all offerors.

1.6 Submission of Proposals

Proposals must be submitted no later than **12:00 noon EDT, November 3, 2021**, via email to eprourement@equalaccess.org. The subject line of the email should include the full RFP Number and Title **“RFP-EAI Re- #HQ00-2021-01 Audit and Tax Return Preparation - [VENDOR NAME]_Proposal”**.

1.7 Interview/Clarification Questions and Answers

EAI reserves the right to ask question of offerors and to conduct interviews regarding their proposal, particularly as relates to the technical approach and key staff participating in the process, prior to final evaluation and award. If EAI chooses to conduct interviews, they will be scheduled between **Friday, November 19 and Tuesday, November 23, 2021**.

All other terms and conditions of the RFP remain unchanged.

Valentina Justice
Chief Financial Officer
Equal Access International

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the "Agreement") is by and between **Equal Access International**, (EAI) 1001 Connecticut Ave, NW, Washington, D.C. 20036 USA and **(Organization Name and Address)**.

EAI and **(Organization)** agree as follows:

1. **Purpose.** Equal Access International shall provide **(Organization)** with information for the purpose of providing services to support EAI. This information includes, but is not limited to, **2020 Audit and Management Letter for EAI and CMI**. This information is considered Proprietary and Confidential.

2. **Confidential Information.** "Confidential Information" shall mean information disclosed by either party (the "Disclosing Party") to the other party (the "Recipient") in connection with the Purpose, even if before the Effective Date, which is in written, electronic, photographic, or other tangible form, or information provided orally or visually and summarized in writing within thirty (30) days of its disclosure, and which is marked "Confidential", "Proprietary", "Private", or in any other manner indicating its confidential and/or proprietary nature.

3. **Effective Date, Termination.** The Effective Date of this Agreement is the date of full execution. This Agreement shall terminate the earlier of one year from the Effective Date AND when terminated by either party upon not less than two (2) weeks prior, written notice to the other, but the obligations of Recipient with respect to Confidential Information received prior to termination shall survive any such termination.

4. **Restrictions on Disclosure and Use.** Recipient may use the Confidential Information solely for the mutual Purpose and shall not disclose Confidential Information outside its organization. Recipient may disclose the Confidential Information within its organization only to those having a need to know for the Purpose and having an obligation to protect information as required by this Agreement.

5. **Care.** Recipient shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, Recipient shall notify the Disclosing Party and shall act to prevent any further disclosure or misuse.

6. **Exceptions.** Recipient's obligation of confidentiality and restriction on use shall not apply to information when it is:

- (a) Known to Recipient before receipt from the Disclosing Party;
- (b) Generally available to the public (or becomes so) without the fault or negligence of Recipient;

(c) Received by Recipient from a source other than the Disclosing Party without breach of an obligation of confidentiality owed to the Disclosing Party; or

(d) Independently developed by Recipient without any use of the Disclosing Party's Confidential Information.

7. **Required Disclosures.** Recipient is permitted to disclose Confidential Information as required by law or regulation provided, however, that Recipient shall (a) give the Disclosing Party written notice promptly upon receipt of a disclosure requirement and before the disclosure is made, (b) take reasonable actions and provide reasonable assistance to the Disclosing Party to secure confidential treatment of the Confidential Information, and (c) disclose only such Confidential Information as is required.

8. **Copies.** Recipient shall make only such copies of the Confidential Information as are necessary for the Purpose. Any such copies shall reproduce proprietary marking included therein.

9. **Return.** All Confidential Information shall remain the property of the Disclosing Party, and all copies and excerpts thereof shall be promptly returned to the Disclosing Party upon request, except that Recipient's legal counsel may retain a copy, for use only as a record of the disclosure. Recipient may choose to destroy such copies and excerpts instead of returning them, with written notice to the Disclosing Party.

10. **Rights Not Granted.** Nothing herein shall be construed as granting to Recipient any rights, express or implied, in the Disclosing Party's Confidential Information, other than the right to use it for the mutual Purpose of this Agreement.

11. **Entire Agreement.** This is the entire agreement between the parties as to the subject matter hereof and supersedes any previous agreements, oral or written, as to its subject matter. It may be modified only by written agreement of the parties.

12. **Assignment.** This Agreement shall not be assigned without written authorization of the other party.

13. **Governing Law.** This Agreement shall be governed by the laws of the District of Columbia without regard to its choice of law provisions.

14. **Signatures.** When the authorized representative of either party signs this Agreement, a copy, duplicate or facsimile of such signed Agreement shall have the same force and effect as one bearing an original signature.



NONDISCLOSURE AGREEMENT

The parties do hereby execute this Agreement as of the Effective Date set forth above.

Equal Access International

Organization:

Signature: _____
Name: Valentina Justice
Title: CFO
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____