

REQUEST FOR PROPOSALS

Auditor Services

ISSUE DATE	February 1, 2022
SUBMISSION OF INQUIRIES	February 8, 2022 By 12:00 PM EST
RESPONSES TO INQUIRIES POSTED TO WEBSITE	February 11, 2022 By 4:00 PM EST
PROPOSALS DUE	February 22, 2022 By 12:00 PM EST
NOTIFICATION OF AWARD	~March 22, 2022

Coastal Counties Workforce, Inc.

Antoinette Mancusi, Executive Director

Inquiries:

info@coastalcounties.org



14 Maine Street, Box 2, Brunswick, Maine 04011 | February 2022

NOTE: Coastal Counties Workforce, Inc. activities/services are fully funded by USDOL funds including WIOA Title IB, National Emergency, H1-B and Discretionary Funds. We are an equal opportunity employer/program. Visit our website for more information: www.coastalcounties.org.

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SECTION I. OVERVIEW

Coastal Counties Workforce, Inc. (CCWI) is accepting proposals from qualified audit and accounting firms to perform an audit of its financial statements for the year ending June 30, 2022. Additionally, services sought include sub-recipient fiscal monitoring pursuant to 2 CFR Part 200. This solicitation package provides prospective contractors with information concerning CCWI, CCWI's financial contractors, and directions for the preparation of proposals.

Coastal Counties Workforce, Inc. is a non-profit, 501(c)(3) entity founded to administer and oversee the delivery of the workforce system's services on behalf of the Coastal Counties Workforce Board (CCWB) and its chief elected officials (CEOs). The CCWB region in Maine, comprised of six counties: York, Cumberland, Sagadahoc, Lincoln, Waldo, and Knox, has been designated as a Local Workforce Development Area under the Workforce Innovation & Opportunity Act (WIOA).

As staff to the CCWB, CCWI works to ensure that local workforce board's responsibilities under the federal Workforce Innovation and Opportunities Act are met. Our workforce services are provided through the CareerCenter's and/or Workforce Solutions Center's (WSC) delivery system. Visit our website for more information: www.coastalcounties.org.

One of the main purposes of the Workforce Innovation and Opportunity Act is to assist individuals with barriers to employment, increasing their access to employment, education, training, and support so they may succeed in the labor market. Consistent with WIOA, this local workforce board's goal is to provide program services for eligible adults, dislocated workers, and youth in an integrated service delivery environment, which means co-enrollment of the job seeker into relevant and eligible programs, along with a seamless approach to services offered. These services include education and training, career development, job training, adult basic education, and youth employment services.

As staff to the CCWB, CCWI works to ensure that local workforce board's responsibilities under the federal Workforce Innovation and Opportunities Act are met. Our workforce services are provided through the CareerCenter's and/or Workforce Solutions Center's (WSC) delivery system. CCWI contracts/subawards with service providers (sub-recipients) to render regional workforce development services. CCWI currently employees four full time staff. CCWI annually contracts with Anchor Bookkeeping & Payroll PC (ABP) to provide part-time financial/bookkeeping services for its operation, in addition to payroll processing. PGM Accounting (PGM) is contracted with for part-time Chief Financial Officer services.

SECTION II: RESPONSIBILITIES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was enacted, replacing the Workforce Investment Act (WIA). Information and resources on WIOA can be found on the Department of Labor’s website: doleta.gov/WIOA. Under Title I of WIOA, formula funds are provided to local workforce areas (AKA local workforce board) to deliver a comprehensive array of workforce development services to Adult, Dislocated Worker and Youth participants.

The Workforce Innovation and Opportunity Act¹ governs Federal and State contracts and sub-awards administered by CCWI. WIOA requires adherence to 2 CFR PART 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Funds received by CCWI must be expended in accordance with all applicable Federal and State statutes, regulations, policies, and guidance pertaining to WIOA that are presently in effect and/or that may become effective during the term of this agreement.

Funds received by CCWI, are usually in the form of cash reimbursements from the Maine Department of Labor and governed by sub-awards (also herein referred to as contracts). CCWI also receives direct federal awards from the United States Department of Labor (USDOL). Currently CCWI has one USDOL direct award. A portion of these funds is used to pay for expenses of the administrative office and staff located in Brunswick, Maine. The majority of funds are sub-awarded out to subrecipients called “service or training providers.” CCWI’s service provider(s) deliver workforce development services, i.e., provide training and employment intervention for our region.

Currently there are multiple contracts/sub-awards are in place between both the USDOL and MDOL. They are as follows:

- PY20 WIOA (MDOL) - \$1,542,557 7/1/20 to 6/30/22
- PY21 WIOA (MDOL) - \$1,826,807 7/1/21 to 6/30/23
- Opioid NEG (MDOL) - \$1,870,984 3/2/20 to 12/31/22
- Disaster Relief (Covid) (MDOL) NEG - \$900,000 6/10/20 to 6/30/22
- Rural Healthcare Grant (USDOL) - \$1,959,847 2/1/20 to 1/31/25
- Career NEG (MDOL) - \$380,308 12/1/21 to 9/23/23

Each contract/sub-award must be tracked and administered separately. After reserving administrative² and program funds for CCWI expenses as mentioned above, the funding is further sub-awarded by the CCWI to the service providers. Upon receipt of a sub-award, the service provider generates a cash advance request to cover one week’s operations (called a “drawdown”) and submits the drawdown to CCWI. CCWI combines these service provider drawdowns with its own drawdown needs and presents a summary to the funder (MDOL). MDOL fills these requests in two weeks with a direct deposit in CCWI’s checking account. CCWI then fulfills each provider’s drawdown request the next business day.

¹ 29 USC Ch. 32: WORKFORCE INNOVATION AND OPPORTUNITY

² See 20 CFR § 683.215 for permissible functions and activities that constitute the costs of administration subject to the administrative cost limitation. (Appendix B).

Monthly or quarterly accrued expenses are reported by the providers to CCWI by type and funding stream. CCWI in turn summarizes the expense reports plus accrued administrative expenses and presents a quarterly expense report to MDOL. At each sub-award's ending date, or when all funds have been expended for a contract, a "closeout" report is made. As part of the closeout procedure, cash advances and expenses are reconciled.

Accounting, including A/P and A/R, is done using Intuit QuickBooks (desktop version), with funding streams separated by the awards/programs using the QuickBooks "class" function. All periodic reports are published in final form and provided to CCWI. Monthly meetings with PGM are held to review financial reports. Auditor contractors must be familiar with Intuit QuickBooks which provides transaction data and summaries in different reporting formats.

Accounting/bookkeeping work is normally done on site at 14 Maine Street, Suite 203A, Brunswick, Maine, 04011, one morning per week on a weekly basis.

Administrative expenses are similar to those of a small service business, covering the operations of the Brunswick office, travel and meeting expenses, and reimbursement to ABP and PGM for various expenses and fees. Accounting for program operations at this time involves two primary customers (USDOL & MDOL) through five funding streams. Two checking accounts and one savings account are used for all cash deposits and withdrawals. Currently, total program funds slightly exceed \$5 million annually.

The cognizant Federal agency for audit is the U.S. Department of Labor, Office of Inspector General, in New York. CCWI has received a Federally Negotiated Indirect Rate. CCWI's cognizant agency for indirect costs is The U.S. Department of Labor, Division of Cost Determination, in Philadelphia. The Department of Labor is CCWI's primary funding source for the subject activity.

SECTION III: NATURE OF SERVICES REQUIRED

Each proposal must address the performance of an examination and the subsequent analysis and statement of an opinion regarding the status of CCWI financial statements for the year ending June 30, 2022 (with an option, if exercised by CCWI, to extend annually). The review shall include work performed by CCWI's financial independent contractors for bookkeeping, CFO, & payroll on behalf of the CCWI and service providers as necessary.

CCWI's financial/bookkeeping contractors provide financial management services for CCWI including receiving, accounting for, and disbursing federal Workforce Innovation and Opportunity Act and other workforce program funds. CCWI and its contractors perform their functions in accordance with applicable State and Federal requirements including accounts receivable, accounts payable, and financial record-keeping. As a result, respondents/auditors contracted with must be willing and able to cooperate with State or Federal monitors/monitorings as required and provide financial statements upon request.

The examination must be performed in accordance with generally accepted auditing standards and include audit procedures to ensure that all laws and regulations have been complied with during the fiscal year. In addition, the audit must be performed in accordance with the provisions of (1) Government Auditing Standards issued by the Comptroller General of the US and (2) appropriate AICPA and other professional guidance for audits of nonprofit organizations.

Fieldwork will require a visit to the CCWI administrative office. Fieldwork may commence at any time after contract is awarded and an entrance conference takes place between CCWI and the audit company's principals. The contractor must plan the engagement so as to produce a draft audit report delivered to CCWI no later than October 15, 2022, and a final report by October 31, 2022. An exit conference will be conducted at the conclusion of the fieldwork, and the contractor will supply CCWI with digital copies of its draft report for comment prior to the issuance of the final report. For any findings included in the final report, CCWI's comments on those findings will be summarized in the findings section and included in the report in full as an appendix.

In addition, CCWI requires an annual examination or "on-site monitoring" of sub-awardees/sub-recipients. This is not an audit; rather, it is a financial compliance monitoring effort. This additional work is expected to take no more than 8 hours and includes an on-site visit to the sub-recipients' agency. This work may be coordinated to occur during the audit cycle. A letter/report addressed to CCWI which summarizes the monitoring review and articulates any findings is expected within 30 days of performance.

A. REQUIRED AUDIT REPORTS

By August 20, 2022, CCWI will provide the contractor with final pre-audit financial statements and a complete listing of accounting transactions from which samples may be selected for examination. CCWI will retrieve and re-file requested information. Other relevant documentation will be provided as needed by the audit team. If the contractor contemplates that additional assistance will be required, its needs should be stated in the proposal. Contractors are expected to bear in mind that CCWI's time is limited, so requests for information should be organized and efficient so as not to affect operations.

The final audit report is to be addressed to the Coastal Counties Workforce, Inc. The report will contain at a minimum:

1. The auditor's report on the financial statements and a schedule of Federal and State assistance showing the total expenditures for each assistance program as identified in the Catalog of Federal Domestic Assistance.
2. The auditor's report on the study and evaluation of internal control systems, identifying CCWI's significant internal accounting systems, and those controls designed to provide reasonable assurance that public programs are being managed in compliance with laws and regulations. It must also identify the controls that were evaluated, the controls that were not evaluated, and any material weaknesses identified as a result of the evaluation.
3. The auditor's report on compliance containing:
 - a. A statement of positive assurance with respect to those items tested for compliance, including compliance with law and regulations pertaining to financial reports and claims for advances and reimbursements.
 - b. A statement of negative assurance on those items not tested.
 - c. A summary of any instances of non-compliance.
 - d. An identification of total amounts questioned, if any, for each Federal or State assistance award as a result of non-compliance.
 - e. Other reports as may be required under current professional practice.

Items 1 through 3 should be bound as part of a single report.

Any report of fraud, abuse, or illegal acts or indication of such acts, including all questioned costs found as a result of such acts, should be reported separately and submitted in accordance with the provisions of the Government Auditing Standards.

Upon review of the draft report, CCWI, in consultation with its financial contractors, will provide comments on the findings and recommendations in the report including, if appropriate, a plan for correcting any deficiencies identified. The contractor will include a summary of CCWI's comments along with the auditor's response, if any, following the statement of each finding. CCWI's comments will be included in full as an appendix to the final report.

A final report as digital copies will be provided to CCWI on October 31, 2022 each year the contract is in effect. Additionally, ten print/paper bound copies are also to be provided.

SECTION IV: PROCUREMENT PROCESS

A. APPLICATION DEADLINE

Responses to this RFP must be received by CCWI by **12:00 PM on February 22nd**. All proposals must be submitted in PDF format via email to info@coastalcounties.org. All proposals must be submitted as a single PDF document. It is the sole responsibility of the applicant to ensure their proposal is complete, submitted on time, **and** that you receive a confirmation receipt via email. If you do not receive a confirmation email within 2 hours (during business hours) of your submission, please email Valerie Odams, Executive Assistant, at info@coastalcounties.org. Proposals not received on time will be disqualified from the competitive process.

Note: respondents assume full responsibility for successful email transmittals. CCWI assumes no responsibility for failure in digital submissions. Late or incomplete proposals will be rejected as not meeting the requirement of this solicitation.

B. RIGHT TO ACCEPT/REJECT

CCWI reserves the right to reject any and all proposals submitted and/or to negotiate with or request additional information from any or all proposers. The submission of a proposal, even though best and final, does not commit CCWI to award a contract or pay any costs associated with preparation of a proposal. CCWI reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in entirety this solicitation if it is in its best interest. CCWI may require the successful bidder to participate in negotiations and submit proposal revisions as needed. Oral interviews may be necessary to clarify aspects of a respondent's proposal, correct apparent misunderstandings of the requirements of the solicitation, or obtain additional information. No additional points will result from oral interviews.

An award will be made to the firm, which in CCWI's opinion, is best qualified and offers the proposal most advantageous to CCWI. CCWI reserves the right to make the final decision on a contractor based on its evaluation of best qualifications, value, and fit to its audit needs.

C. SUBMISSION OF INQUIRIES

Questions regarding this Request for Proposals should be submitted via email to Valerie Odams, Executive Assistant at info@coastalcounties.org. Phone calls will not be accepted. The deadline to submit questions is **February 8, 2022 by 12:00PM**.

Responses to questions received during the procurement process will be posted on/about COB February 11, 2022 on the CCWI website at: <https://www.coastalcounties.org>. It is the bidders' responsibility to check the website for updates and postings. No questions will be accepted after February 8, 2022. No other CCWI staff, consultant or CCWI Board of Directors member should be contacted for assistance or advice during the entire solicitation period. Such communication will constitute grounds for eliminating a submitted proposal from further consideration.

SECTION V: PROPOSAL SPECIFICATIONS

Applicants should ensure their proposals comply with the following requirements:

- The proposal (inclusive of the cover page) may not exceed 15 pages. The page limits stated in the various sections/attachments must be followed.
- Proposals must be in 8½” X 11” page size, 1.15 line spacing, 12-point Times New Roman font, one-inch margins and submitted in PDF format.
- All proposals (narrative and attachments) must be submitted as a single PDF document.
- Proposals must include sequentially numbered pages.
- A response to each section of the RFP is required and should follow the guidelines and sequences as specified in the Application section (Section V). Each section should be labeled.
- All attachments must be clearly labeled and in the appropriate sequence.
- Every section of the Request for Proposals should be completed in full. If funded, the proposal will provide the basis for negotiations, and final negotiated terms will be incorporated within the contract/award as the Statement of Work.

Note: Required attachments are identified in Section VIII: Proposal Checklist. Please note that most attachments do have page limits. Additionally, the only acceptable attachments are those required by CCWI.

Respondents that fail to meet the evaluation criteria specified in this RFP, or those proposals which do not meet the service needs as described in the RFP, will be considered non-responsive and will not receive further consideration for funding. Failure to meet the evaluation criteria can include, but is not limited to, non-responsive language in the submission (i.e., failing to provide information requested), omission of required attachments.

A. CONTRACTUAL ARRANGEMENTS AND INFORMATION

1. Contractual Arrangements

After negotiation, a contract will be issued by CCWI to the successful bidder. The contract will specify the maximum fee to be paid for performance of the proposed audit and service provider monitoring as set forth in the successful proposal. The contract will be for the audit year ending June 30, 2022 only. However, respondent must also include annual pricing for both fiscal years ending June 30, 2023 and June 30, 2024, and the maximum percentage by which it would increase thereafter on a yearly basis.

Option to Extend. Upon successful completion of the contract, CCWI may exercise the option to retain the audit firm for additional year(s) at the price(s) stated in the bidder's proposal. If prior to any year, a change in the scope of the work to be performed would result in an increase in the maximum fee proposed for that year, the contractor may propose such a change prior to CCWI's exercise of its option to extend. CCWI may accept the change in whole or in part or may decline to accept the change and place the contract out to bid.

2. Contractual Information

Termination. CCWI may, by written notice of default to the contractor, terminate the award if the contractor:

- Fails to perform the services within the time specified in this solicitation or in any written extension of time;
- Fails to make progress, so as to endanger performance under the contract; or
- Fails to perform any of the other provisions of the contract.

Failure to Perform

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach/default of contract. In the event of cancellation for breach of this contract, the contractor shall not be entitled to damages, and agrees not to sue CCWI for damages therefor. Notwithstanding other legal remedies that may be available to the CCWI because of the cancellation for breach of this contract, the contractor agrees to indemnify the CCWI for its costs in procuring the services of a new audit firm.

The contractor's reimbursement will not be subject to penalty if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. The burden of proof will rest with the contractor to show that each instance was beyond its control and did not result from its fault or negligence.

Assignment. The contractor may not assign interest or claim regarding this contract, nor may it subcontract or assign the work to be performed under this contract without the written authorization of CCWI.

Inspection and Review. The U.S. Department of Labor, Office of Inspector General (OIG), in addition to the Maine Department of Labor have the right of access to monitor and review all activities under this contract, during the performance of the contract and thereafter. The contractor will make available and permit inspection by the DOL/OIG of all work papers and related documents pertaining to this contract. Following acceptance of the audit report, records pertinent to the contract must be maintained according to federal record retention rules promulgated by the DOL/OIG.

Non-discrimination. The contractor will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and such other Federal and State laws which provide for equal employment opportunity and prohibit discrimination in employment.

B. CONSIDERATION AND PAYMENT

Payment for services under this contract will be rendered within thirty days of the delivery of the final report. Ten percent of the total amount of the contract may be withheld from the payment made

to the contractor, pending acceptance of the final report by the U.S. Department of Labor, Office of Inspector General. Should the OIG reject the final report, no additional costs will be paid by CCWI to the contractor for any subsequent work required of the contractor to present an acceptable report.

A small business concern may request an arrangement for progress payments, based on the completion of significant components of the audit engagement as identified in its cost schedule. A small business concern is one which is independently owned and operated, is not dominant in the field of operation covered by this RFP and meets the criteria and size standards in 13 CFR 121.

C. WORKING PAPERS

Working papers must be retained by the successful proposer for the greater of seven³ years from the acceptance of the audit report by DOL/OIG or until advised by CCWI, in writing, that all findings in the audit have been resolved with applicable Federal or State funding agencies. Prior written notice to CCWI must be provided before destroying any work papers, and CCWI reserves the right to take custody of work papers which the contractor no longer wishes to retain in lieu of granting permission for the contractor to destroy them.

The working papers must be made available for examination at no cost by authorized representatives of DOL/OIG, the General Accounting Office, Maine Department of Labor, and CCWI. In addition, the successful proposer must make all working papers physically available at the audit site to a successor auditor.

³ Consistent with CCWI record retention standards.

SECTION VI - INFORMATION REQUESTED FROM THE BIDDER

To facilitate proposal evaluation, the bidder is asked to organize its proposal based on the following outline:

A. TITLE PAGE (1 page limit)

Show the name of the bidder's firm, local address, telephone number, name of the contact person, contact email address, and date submitted.

B. TABLE OF CONTENTS (1 page limit)

Include a clear identification of the proposal material by section, attachment, and page number.

C. LETTER OF TRANSMITTAL (2 page limit)

1. Briefly state the bidder's understanding of the work to be done and make a positive commitment to perform the work within the time period.
2. State the names of the persons who will be authorized to make representations for the bidder and their titles, addresses, and phone numbers.
3. State that the person signing the letter is authorized to bind the bidder.
4. State that the proposed engagement team will be assigned throughout the engagement and that the prior approval of CCWI will be obtained for any proposed changes in personnel.

D. MANDATORY AFFIRMATIONS/CRITERIA (1 page limit)

1. Affirm that the bidder is properly licensed in the State of Maine for public practice as a Certified Public Accountant.
2. Affirm that the bidder meets the independence standards of the Government Auditing Standards published by the U.S. General Accounting Office.
3. Affirm that the bidder meets all qualification requirements imposed by State or local law or rules and regulations.
4. Affirm that (a) the bidder's staff does not have a record of substandard work, (b) the firm has not been debarred or suspended, and (c) the firm is not under review for debarment or suspension.

E. BIDDER'S APPROACH TO THE EXAMINATION (2 page limit)

Provide a narrative to demonstrate the bidder's technical understanding of the work to be performed under the contract by describing the scope and objectives of the financial, compliance, and internal control aspects of the engagement.

Provide a narrative work plan to accomplish the scope defined in Section I of this solicitation. The work plan should be in sufficient detail to demonstrate the bidder's approach to the examination based on the requirements of 2 CFR Part 200 Subpart F and the unique characteristics of CCWI. The narrative should address the bidder's approach to handling major difficulties and identify any problem areas anticipated. Additionally, the work plan should include time estimates by staff level for each significant segment of the work to be assigned. The planned use of specialists should be identified. A timetable should also be provided to demonstrate the firm's ability to meet the requirements set forth in Section I of this RFP.

F. SUMMARY OF THE BIDDER'S QUALIFICATIONS (2 page limit)

1. Describe the firm's recent (within the last three years) auditing experiences of a type similar to that requested by this RFP. For three of the audits listed, give the names and telephone numbers of the responsible client officials and cognizant agency representatives as references.
2. Identify the professional staff that will work on the audit and their assigned local office. Include resumes for each assigned member (resumes do not count toward the 2 page limit). For each professional staff specified in the proposal, provide his or her (a) position in the firm, (b) years of applicable professional experience, (c) professional status (e.g., CPA), (d) recent continuing education, and (e) number of hours to be devoted to the contract.

Other professional staff may be assigned to the audit engagement only with the written approval of CCWI.

G. MANAGEMENT (1 page limit)

Describe the management structure and supervision to be exercised over the work to be performed under the contract, including the proposed system for field audit review and office review of work papers and reports. Identify the personnel that are to provide the management and supervision and the percent of their overall proposed time that is to be spent at the audit site managing and supervising the work.

H. PROFILE OF THE BIDDER (1 page limit)

1. State whether the firm is local, regional, national, or international in nature.
2. State the location of the office from which the work is to be done and number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
3. Describe the range of activities performed by the local office, such as auditing, accounting, tax service, and management services.
4. State whether the firm is a small business concern and/or owned and controlled by socially and economically disadvantaged individuals and/or owned and controlled by women.
5. State whether the firm has recently undergone a peer review. Enclose a copy of the last report letter. (Letter will not count against page limits.)

I. ADDITIONAL TECHNICAL INFORMATION (2 page limit)

Since the preceding sections should contain only the information that is specifically requested, the bidder may include Attachment G with any additional information which it considers pertinent to the proposal.

J. COMPENSATION (2 page limit)

State here the all-inclusive maximum fee, including out-of-pocket costs, for which the requested work will be done. A cost schedule must be included to justify the all-inclusive maximum fee and must reflect the number of hours and hourly rate proposed for each staff classification, the total cost for each staff category, and a schedule of travel and other out-of-pocket costs. Be certain to distinguish between CCWI audit service costs and subrecipient monitoring costs. Present a separate cost schedule for the initial year and each optional year, and clearly state the resulting all-inclusive maximum fee for each year. Respondent should include pricing as specified in Section V.

SECTION VII: RIGHT TO APPEAL

Only an aggrieved person/organization may request a Stay of Award or an Appeal. An aggrieved person/organization is any person or organization who bids on a contract and who is adversely affected financially, professionally, or personally by that subaward/contract award decision.

The Request for Proposal (RFP) Appeal Period is initiated on the date the award notification letters are sent to the RFP respondents. Letters will be sent both by email and United States Postal Services. All appeals must be received within 5 business days from the date of the award notification letter, no later than 4:00 PM EDT. All appeals must be submitted in writing, by both email and United States Postal Service sent to:

CCWI Auditor Services RFP Appeal Committee
c/o Charles E. Gilbert III, Esq., Appeal Board Chair
Gilbert Law Offices
82 Columbia Street, P.O. Box 2339
Bangor, ME 04402-2339
(207) 947-2223
ceg@yourlawpartner.com

The written appeal must state the following:

- How the award specifically violates the law;
- How the award represents an irregularity creating a fundamental unfairness; and/or,
- How the award is arbitrary or capricious.

The Appeal Board Chair will appoint an Appeal Committee made up of individuals for which this review would not constitute a conflict of interest. Every appeal request will be granted a hearing, which shall occur within sixty (60) days of the close of the Appeal period, unless:

- the petitioner does not represent an aggrieved organization;
- the request is received within 5 business days from the date of the award notification letter, no later than 4:00 PM EDT; or,
- the request is capricious, frivolous or without merit.

The Appeal Committee review will lead to one of two possible outcomes: to validate the award decision or to invalidate the award decision. The Appeal Committee cannot modify the award. If the award decision is invalidated, the RFP will be re-issued.

The clear and convincing standard requires that a majority of the Appeal Board be convinced that the truth of the assertions on appeal is highly probable, as opposed to more probable as not. The Appeal Board may only decide whether to validate or invalidate the award decision that is under appeal. In determining whether an award is arbitrary or capricious, the Appeal Board must not substitute its judgment for that of the RFP and Proposal Review Committee. There is a presumption that the award was not arbitrary or capricious.

All appeals are subject to the standards set forth in 5 M.R.S §§ 1825-(C), (D), (E) and (F), as well as all applicable regulations promulgated by the State of Maine, Department of Administrative and Financial Services, Division of Procurement Services, and all other applicable Federal statutes and regulation.

SECTION VIII: PROPOSAL CHECKLIST

Proposals should follow, in order, the outline below.

- 1. **Title Page** (1 page limit) – *Attachment A*
- 2. **Table of Contents** (1 page limit) – *Attachment B*
- 3. **Letter of Transmittal** (2 page limit) – *Attachment C*
- 4. **Mandatory Affirmations/Criteria** (1 page limit) – *Attachment D*
- 5. **Bidder’s Approach to the Examinations** (2 page limit) – *Attachment E*
- 6. **Summary of the Bidder’s Qualifications** (2 page limit) - *Appendix F*
(Include staff resumes which do not count towards the 2 page limit)
- 7. **Management** (1 page limit) – *Attachment G*
- 8. **Profile of the Bidder** (1 page limit)– *Attachment H*
- 9. **Additional Technical Information** (2 page limit) – *Attachment I*
- 10. **Compensation** (2 page limit) – *Attachment J*