



LONG CREEK WATERSHED MANAGEMENT DISTRICT
Request for Proposals
Financial Audit Services
June 21, 2021

1. INTRODUCTION

The Long Creek Watershed Management District (“LCWMD”) is seeking proposals from qualified service providers (hereinafter “Service Provider”) to provide Financial Audit Services for LCWMD’s 2021, 2022, and 2023 fiscal years, with possible extensions for fiscal years 2024 and 2025.

LCWMD is a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine. LCWMD was formed to provide the structure for the cooperative implementation of the *Long Creek Watershed Management Plan* (“Watershed Management Plan”). Implementation of the Watershed Management Plan is required of permittees under the *General Permit — Post Construction Discharge of Stormwater in the Long Creek Watershed* (“Long Creek General Permit”) issued by the Maine Department of Environmental Protection on April 15, 2015. The Watershed Management Plan includes but is not limited to design, engineering, construction, reconstruction, installation, operation, modification, alteration, use, maintenance, repair, replacement, inspection and monitoring of public and private stormwater management structures, facilities and improvements, including structural and non-structural Best Management Practices (“BMPs”), in and along Long Creek and within the Long Creek Watershed. The Watershed Management Plan lays out a course of action toward improving water quality in Long Creek and meeting water quality goals. The Cumberland County Soil & Water Conservation District (“CCSWCD”) provides administrative support to LCWMD for implementation of the Watershed Management Plan and will be providing administrative support related to the services in this Request for Proposals (“RFP”).

The Watershed Management Plan and Monitoring Plan, as well as other supporting documentation, are available on LCWMD’s website at: www.restorelongcreek.org.

2. NOTICES AND DEADLINES.

A. Pre-Bid Conference.

An optional Pre-Bid Conference will be held at **1:00 PM on June 28, 2021** via Zoom online web conference. A potential proposer who would like to participate in the online web conference must send an email to LCWMD’s Executive Director, Peter Carney, at pcarney@restorelongcreek.org no later than **1:00 PM on June 25, 2021** requesting an invitation to participate in the online web

conference. An invitation with the information needed to access the online web conference will be sent no later than **5:00p.m. on June 25, 2021.**

B. Questions About the Request for Proposals.

Comments and/or questions concerning this RFP must be received by LCWMD's Executive Director, Peter Carney, via email to pcarney@restorelongcreek.org, by phone to (207) 894-4320, or delivery to Long Creek Watershed Management District c/o CCSWCD, Financial Audit Services RFP – Questions, 35 Main Street, Suite 3, Windham, ME 04062, no later than **4:00 PM on June 29, 2021.**

C. Addenda to the Request for Proposals.

Addenda, if any, to the RFP will be issued on or before **5:00 PM on July 1, 2021.** If not attending the optional Pre-Bid Conference, parties interested in receiving addenda to this RFP should notify LCWMD's Executive Director, Peter Carney, of their interest via email to pcarney@restorelongcreek.org prior to **4:00 PM on June 29, 2021.** Addenda will be provided to attendees of the Pre-Bid Conference, parties who notified LCWMD of their interest, and will be posted to LCWMD's website. Failure of a proposal to address information in any issued addenda may result in rejection of the proposal.

D. Proposal Submittal and Due Date.

Proposals must be submitted to Long Creek Watershed Management District c/o CCSWCD, 35 Main Street, Suite 3, Windham, ME 04062 and received on or before 4:00 PM on July 8, 2021. Submissions must be sealed and clearly marked: "Financial Audit Services RFP – Proposal." The public opening of proposals will be livestreamed at **4:00 PM on July 8, 2021** on CCSWCD's YouTube channel at <https://youtube.com/channel/UCbKXpB46z99rycp25IQpzRw>. Emailed proposals will not be accepted.

3. STATEMENT OF WORK.

A. Scope of Financial Audit Services.

The purpose of this RFP is to obtain the services of a public accounting firm whose principal officers are independent Certified Public Accountants, licensed by the State of Maine, to perform a financial and compliance audit of LCWMD's financial statements in accordance with Government Audit Standards and Standards for Internal Control established by the U.S. Government Accountability Office ("GAO"), Generally Accepted Accounting Principles ("GAAP") in the United States of America as applied to government units, and standards established by the Government Accounting Standards Board ("GASB").

A brief description of LCWMD's accounting system is as follows:

- Accounting is performed using QuickBooks Online. Annual receipts are approximately \$1,520,000. Annual expenditures proximate annual receipts.

- Revenue comes from annual assessment fees from approximately 100 landowners who are meeting their Long Creek General Permit requirements by entering into “Participating Landowner Agreements” with LCWMD.
- LCWMD’s fiscal and administrative staff will be available to the Service Provider to prepare schedules, reproduce documents, and provide requested documents.
- LCWMD’s Board of Directors has established financial policies and internal control protocols as set forth in its *Documentation of Internal Financial Control Structure* (September 26, 2019), available on LCWMD’s website at: <http://www.restorelongcreek.org/CMSContent/documents/section-1/Document%20of%20Internal%20Control%20Structure%20Approved%209262019.pdf>.

LCWMD’s records are audited annually at the end of each fiscal year which runs from July 1 to June 30 of each year. The selected Service Provider will be required to prepare financial audit reports for each fiscal year in accordance with the most current GAAP and GASB standards. The audit process will commence on or around August 1 of each fiscal year with the following timeline:

1. Service Provider is to commence field work as soon as practicable after the conclusion of the prior fiscal year.
2. At the conclusion of field work, Service Provider will hold an exit conference with LWCMD representatives. Observations and recommendations must be summarized in writing and discussed with LCWMD.
3. Service Provider shall provide a draft Financial Audit Report to LCWMD on or before September 30, of each fiscal year.
4. Service Provider shall deliver the final Financial Audit Report to LWCMD no later than October 31, of each fiscal year.
5. If deemed necessary by Service Provider, a separate Management Letter including comments and recommendations for management recommendations shall be provided.

Reports may be submitted earlier than the above schedule. However, if Service Provider fails to make delivery of the audit report within the time schedule specified herein, or if Service Provider delivers an audit report that does not conform to all of the provisions of the services agreement, LWCMD may extend this schedule upon request of Service Provider if LCWMD Board of Directors determines that the Service Provider has presented it with sufficient justification for extension.

B. Insurance.

The Service Provider shall obtain and maintain, throughout the term of any awarded agreement and for a period of at least two years following the completion of the Financial Audit Services at least the following types and amounts of insurance coverage:

- Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider;
- Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit;

- Errors and Omissions/Professional Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; and
- Workers' Compensation insurance as required by applicable law.

All insurance policies except for Workers' Compensation shall name LCWMD and the Participating Landowners, and their respective directors, officers, managers, members, agents, employees, successors and assigns including, in each case, all successors and permitted assigns, as additional insureds by way of policy endorsement.

C. Contract for Services.

The Service Provider selected by LCWMD will be required to sign an LCWMD Services Agreement, a sample of which is provided as **Attachment A** to this RFP. No material modifications to this Agreement will be considered or accepted.

D. Duration of the Contract.

An agreement awarded under this RFP will be for services to be performed for LCWMD's 2021, 2022, and 2023 fiscal years. By submitting a proposal in response to this RFP, proposers affirm that unit prices included in their proposal will remain in effect, without modification, escalation, or adjustment, through December 31, 2023, if an agreement is awarded.

Thereafter, LCWMD solely reserves the right to negotiate two additional one-year renewals with the selected Service Provider potentially extending the agreement to fiscal years 2024 and 2025 subject to the mutual agreement of the parties on pricing and the scope of work for each extension year. At least ninety days before the start of the 2024 fiscal year, LCWMD will send the Service Provider a letter of intent informing the Service Provider of LCWMD's desire to extend the Agreement, or not. If LCWMD desires to extend the Agreement, the parties will then have thirty days from the date of LCWMD's letter of intent to negotiate the terms of the extension for fiscal year 2024. If an agreement is not reached after the thirty-day negotiations period, the term will be through December 31, 2023. If the Agreement is extended for the 2024 fiscal year, LCWMD will send a similar letter of intent to the Service Provider at least ninety days prior to the start of the fiscal year 2025, and if LCWMD desires to extend the Agreement, the parties will then have thirty days from the date of LCWMD's letter of intent to negotiate the terms of the extension for fiscal year 2025; if an agreement is not reached after the thirty-day negotiations period, the term will be through December 31, 2024.

4. MATERIALS TO BE SUBMITTED.

A. Proposal Form.

Proposers must submit a completed Proposal Form as provided in **Attachment B** to this RFP, that documents the proposer's:

1. *Prior Auditing Experience*: Proposer shall describe its prior auditing experience, including descriptions of experience in the following categories:
 - a. General prior description of accounting and auditing experience;
 - b. Prior experience auditing nonprofit organizations; and
 - c. Prior experience auditing county or local government entities.

2. *Organization, Size and Structure*: Proposer shall describe its organization, size, and management structure. Proposer should include a copy of the most recent Peer Review report, if the Proposer has had a Peer Review.

3. *Staff Qualifications*: Proposer shall describe the qualifications of staff to be assigned to the audits. Descriptions should include the following:
 - a. Audit team makeup;
 - b. Qualifications of supervisory staff; and
 - c. Prior experience of the individual audit team members.Please include resumes of staff that would be assigned to the audits. Education, position in firm, years and types of experience, continuing professional education, and state(s) in which licensed as a CPA, will be considered.

4. *Understanding of Work to be Performed*: Proposer shall describe its understanding of the work to be performed, including audit procedures, estimated hours, and other pertinent information.

5. *Continuing Education*: Proposer shall certify that all individuals to be assigned to the audit will meet the Association of International Certified Professional Accountants (“AICPA”) Continuing Professional Education Requirements.

6. *Familiarity with Relevant Publications*: Proposer shall affirm that all individuals to be assigned to the audit have read and understand the following publications relative to the proposed audits:
 - a. “Generally Accepted Government Auditing Standards” (Most Recent Revision) (the “Yellow Book”);
 - b. “Standards for Internal Control in the Federal Government” (Most Recent Revision) (the “Green Book”); and
 - c. AICPA’s “Not-for-Profit Entities - Audit and Accounting Guide.”

Proposals must be based on a lump sum, fixed-price basis for each fiscal year and include all costs of providing services, including, but not limited to, the cost of all labor, supplies, materials, and insurance. Assumptions for each project area should be clearly stated in the proposal. The Proposal Form must be fully executed and must provide all information requested.

LCWMD will not compensate proposers for expenses incurred in preparing, submitting, or presenting a proposal.

B. Client References.

Proposals must include a minimum of three (3) references including the names, addresses, contact person, and telephone numbers, of three prior organizations audited.

5. SELECTION PROCESS.

Proposals will be reviewed by members of LCWMD’s Board of Directors, LCWMD’s Executive Director, and LCWMD’s Fiscal Agent. LCWMD’s Board of Directors will evaluate the proposer’s experience, qualifications, fees, and demonstrated ability to meet schedule, as follows:

| Qualifications Selection Criteria | Maximum Points |
|--|----------------|
| Quality of Proposal: This criterion will evaluate the details of the proposer’s work plan for performing the tasks identified in the Statement of Work, whether the supporting materials submitted with the proposal support the proposer’s assertions relevant to qualifications, and whether sufficient details are provided to evaluate cost and value of the proposer’s services. | 10 |
| Prior Auditing Experience: This criterion will evaluate the proposer’s general prior accounting and auditing experience, prior experience auditing nonprofit organizations, and prior experience auditing county or local government entities. | 30 |
| Staff Qualifications: This criterion will evaluate the proposer’s audit team qualifications and qualifications of supervisory staff. | 20 |
| Understanding of Work to be Performed: This criterion will evaluate the proposer’s demonstrated understanding of the work to be performed and that the proposer’s understanding of the level of effort to complete the audit are realistic. | 10 |
| Continuing Education: This criterion will evaluate whether individuals to be assigned to the audit will have met AICPA’s Continuing Professional Education Requirement at the time that the work will be performed. | 5 |
| Familiarity with Relevant Publications: This criterion will evaluate whether Proposer shall affirm that all individuals to be assigned to the audit have read and understand the publications relevant to the audits. | 5 |
| References: This criterion will evaluate the proposer’s references as related to the proposer’s ability to fulfill the project requirements, qualifications, ability to work with the project budget, and ability to complete the work in a timely and efficient manner. | 10 |
| Total Overall Value: This criterion will be an assessment of the proposal’s overall cost relative to the results of the other qualifications selection criteria for the proposal. | 10 |
| Maximum Points: | 100 |

A contract will be awarded by LCWMD’s Board of Directors based upon the proposer whose:

- Proposal conforms to this RFP;
- Will be the most advantageous to LCWMD; and

- Is in the best interests of the public.

LCWMD reserves the right to waive any informalities in proposals, to reject non-responsive proposals, to reject any and all proposals or parts or subparts thereof for any reason, to negotiate with any proposer, and to select one or more proposers deemed to have submitted a proposal that in the judgment of LCWMD is in the best interests of LCWMD.

Awards may be delayed pending verification of a proposer's credentials and references or review of the proposals received.

ATTACHMENTS:

- A. Services Agreement (sample)
- B. Proposal Form

ATTACHMENT A: SERVICES AGREEMENT (SAMPLE)



Services Agreement

This Services Agreement ("**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is entered into by and between [SERVICE PROVIDER NAME], a [STATE OF ORGANIZATION] [corporation/LLC/[OTHER ENTITY]], with offices located at [ADDRESS] ("**Service Provider**") and the **Long Creek Watershed Management District**, a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and body corporate and politic under the laws of the State of Maine, with a mailing address of 35 Main Street, Suite 3, Windham, Maine 04062 ("**LCWMD**").

WHEREAS, LCWMD has requested proposals in its Financial Audit Services Request for Proposals dated June 21, 2021 for the provision of certain Services (the "**RFP**") attached hereto as **Exhibit A**;

WHEREAS, Service Provider has submitted a [IDENTIFY PROPOSAL] dated [DATE OF PROPOSAL] for the provision of Services to LCWMD (the "**Proposal**") attached hereto as **Exhibit B**; and

WHEREAS, LCWMD desires to retain Service Provider to provide the said Services (defined below) under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such Services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and LCWMD (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

1. Services.

1.1 Service Provider shall provide to LCWMD the services (the "**Services**") set out in the statement of work ("**Statement of Work**" or "**SOW**") which is a part of the RFP attached hereto as **Exhibit A**.

1.2 The Service Provider shall provide the Services (a) in accordance with the terms of and subject to the conditions set forth in the Statement of Work in **Exhibit A**, Service Provider's Proposal (attached hereto as **Exhibit B**), and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Service Provider's field; and (e) to the reasonable satisfaction of LCWMD.

1.3 Service Provider represents that it has the technical experience and financial capacity to fully perform the Services in accordance with this Agreement, that it has obtained all necessary corporate approvals necessary for the execution and delivery of this Agreement, and that it possesses all required professional certifications and licenses as may be necessary for the proper performance of the Services.

2. Service Provider Obligations.

2.1 Service Provider shall appoint a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**").

2.2 Service Provider shall appoint a sufficient number of employees or authorized and approved contractors to perform the Services set out in the Statement of Work, each of whose names, positions, billing rates, and respective levels of experience and relevant licenses shall be set out in its Proposal (collectively, with Service Provider Contract Manager, "**Service Provider Personnel**").

2.3 Service Provider shall assign only qualified, legally authorized Service Provider Personnel to provide the Services.

2.4 Service Provider shall furnish all tools, equipment, vehicles, materials, and supplies necessary for the complete and timely performance of the Services.

2.5 Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all Services furnished under this Agreement. Service Provider shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

2.6 Service Provider shall commence performance of the Services by the commencement date specified in the Statement of Work and substantially complete the Services by the completion date specified in the Statement of Work. Time is of the essence of this Agreement.

2.7 Service Provider shall be responsible for the protection and replacement of any work or materials in its possession, including work or materials provided to Service Provider by LCWMD.

2.8 Service Provider shall comply with all applicable laws, regulations, rules, ordinances and orders in providing the Services.

2.9 Service Provider shall not subcontract, delegate or sublet any part of this Agreement without the prior written consent of LCWMD. Service Provider shall be responsible to LCWMD for the acts and omissions of its subcontractors and

anyone directly or indirectly employed by them to perform the Services, as it is for the acts and omissions of persons directly employed by it.

2.10 Service Provider shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services in such form as LCWMD shall approve. During the Term and for a period of three years thereafter, upon LCWMD's written request, Service Provider shall allow LCWMD or LCWMD's representative to inspect and make copies of such records and interview Service Provider Personnel in connection with the provision of the Services; provided that LCWMD provides Service Provider with reasonable advance written notice of the planned inspection, and any such inspection shall take place during regular business hours. Service Provider acknowledges that LCWMD is a quasi-municipal entity and that records relating to the Services may be considered public records.

2.11 Drawings, notes, documents, plans, reports and specifications or other material to be developed under this Agreement shall become the property of LCWMD and shall be promptly delivered to LCWMD upon the completion of the Services or sooner upon LCWMD's request or, in any case, upon termination of this Agreement.

3. LCWMD Obligations. LCWMD shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**LCWMD Contract Manager**"), with such designation to remain in force unless and until a successor LCWMD Contract Manager is appointed, in LCWMD's sole discretion.

3.2 Require that the LCWMD Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Approval by LCWMD of any plan, drawing or document, or acceptance by LCWMD of any work or services furnished hereunder shall not in any way relieve Service Provider of responsibility for the technical adequacy of the work. Neither LCWMD's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights by LCWMD under this Agreement or of any cause of action arising out of the performance of this Agreement, and Service Provider shall remain liable for all damages to LCWMD caused by Service Provider's or its agent's or representative's negligent performance of any of the Services furnished under this Agreement.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to LCWMD under this Agreement, LCWMD shall pay Service Provider fees as set forth in the RFP and Proposal. Payment to Service Provider of such fees and the reimbursement of expenses as provided in Section 4.2 below shall constitute payment in full for the performance of the Services, and LCWMD shall not be responsible for paying any other fees, costs or expenses. Fees and proper expenses will be payable within 30 days of receipt by LCWMD of an invoice from Service Provider accompanied by documentation reasonably requested by LCWMD evidencing and supporting all charges.

- a. Where the Services are provided on a time and materials basis, the fees payable for the Services shall be calculated in accordance with Service Provider's fee rates for the Service Provider Personnel set forth in the Proposal. Service Provider shall issue invoices to LCWMD monthly in arrears for its fees for time for the immediately preceding month, together with a detailed breakdown of any expenses for such month incurred.
- b. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the Proposal. The total price shall be paid to Service Provider in installments, as set out in the RFP, with each installment being conditional on Service Provider achieving the corresponding Project Milestone. On achieving a Project Milestone in the RFP in respect of which an installment is due, Service Provider shall issue invoices to LCWMD for the fees that are then payable, together with a detailed breakdown of any expenses incurred.

4.2 LCWMD shall reimburse Service Provider for all reasonable expenses incurred in accordance with the RFP and Proposal. Invoices seeking payment of expenses must be accompanied by receipts and supporting documentation reasonably acceptable to the LCWMD. All Service Provider expenses not meeting the requirements of this Agreement, the RFP or the Proposal to which it applies shall be the sole responsibility of the Service Provider.

4.3 Service Provider represents and warrants that it has carefully reviewed the RFP and this Agreement and has conducted its own investigation of (a) the nature and location of the Services; (b) the relevant laws, ordinances and orders that may affect the Services; (c) the type of equipment and personnel necessary to fully perform the Services; and (d) other conditions and circumstances that may affect performance of the Services, and that the fees, rates and prices set forth in the Proposal accurately and completely account for all such requirements and circumstances. Any increase in Service Provider's cost or expense in performing the Services shall be Service Provider's sole responsibility.

5. Intellectual Property.

5.1 Service Provider warrants that LCWMD will receive good and valid title to all deliverables produced for LCWMD in connection with the Services, free and clear of all encumbrances and liens of any kind. Service Provider warrants that none of the Services or deliverables, or LCWMD's use thereof, infringe or will infringe any intellectual property rights of any third party.

5.2 LCWMD is, and shall be, the sole and exclusive owner of all right, title and interest in and to the deliverables produced by Service Provider for LCWMD in connection with the Services, including all intellectual property rights therein. All writings or works of authorship produced or authored by Service Provider in the course of performing services for the LCWMD, together with any associated copyrights, are works made for hire and the exclusive property of the LCWMD. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Service Provider to the LCWMD of the ownership of and all rights of copyright and other intellectual property rights in such items.

5.3 Any and all data regarding the Long Creek Watershed that Service Provider has gathered or received from LCWMD for review in the course of performing the Services is the property of LCWMD, and Service Provider shall not use such data for any purpose, including but not limited to presentations, abstracts, and professional papers, other than performing the Services without the prior express written consent of LCWMD.

6. Confidentiality. All non-public, confidential or proprietary information of LCWMD or of the Participating Landowners (defined later) ("**Confidential Information**") disclosed by LCWMD to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by LCWMD in writing.

7. Term, Termination, and Survival.

7.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until December 31, 2023 unless sooner terminated pursuant to Section 7.3, provided, however, that this Agreement may be extended for up to two additional one-year terms — fiscal years 2024 and 2025 — subject to the mutual agreement of the parties on pricing and the scope of work for each extension year (together, the "Term"). At least 90 days before the start of the 2024 fiscal year, LCWMD will send the Service Provider a letter of intent informing the Service Provider of LCWMD's desire to extend the Agreement, or not. If LCWMD desires to extend the Agreement, the parties will then have 30 days from the date of LCWMD's letter of intent to negotiate the terms of the extension for fiscal year 2024. If an agreement is not reached after the 30-day negotiations period, the term of this Agreement will be through December 31, 2024. If the Agreement is extended for

the 2024 fiscal year, LCWMD will send a similar letter of intent to the Service Provider at least 90 days prior to the start of the 2025 fiscal year, and if LCWMD desires to extend the Agreement, the parties will then have 30 days from the date of LCWMD's letter of intent to negotiate the terms of the extension for fiscal year 2025; if an agreement is not reached after the 30-day negotiations period, the term of this Agreement will be through December 31, 2025.

7.2 Termination for Cause. LCWMD may terminate this Agreement for cause, effective upon written notice to Service Provider, if Service Provider:

(a) Materially breaches this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, Service Provider does not cure such breach within 10 days after receipt of written notice of such breach;

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee or similar agent appointed to take charge of or sell any material portion of its property or business; or

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.

In the event that LCWMD terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

7.3 Termination for Convenience. LCWMD, in its sole discretion, may terminate this Agreement, in whole or in part, at any time for convenience, without liability except for required payment for services rendered and for reimbursement for expenses incurred, prior to the termination date, by providing at least 30 days' prior written notice to Service Provider.

7.4 Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly:

(a) Deliver to LCWMD all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which LCWMD has paid.

(b) Return to LCWMD all LCWMD-owned or supplied property, equipment, or materials in its possession or control.

(c) Remove any Service Provider-owned property, equipment, or materials located at LCWMD's or a Participating Landowner's locations.

(d) Deliver to LCWMD all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on LCWMD's Confidential Information.

(e) Provide reasonable cooperation and assistance to LCWMD in transitioning the Services to an alternate service provider.

(f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.

7.5 Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, (including, without limitation, rights and obligations of indemnity, insurance, confidentiality, and remedies) will survive any such termination or expiration of this Agreement.

8. Remedies; Limitations and Immunities.

8.1 LCWMD reserves the right to seek all legal and equitable remedies against Service Provider in the event of Service Provider's or its agents' breach or violation of any provision of this Agreement. In the event of a termination for cause under Section 7.2 above, LCWMD may take possession of all materials and finish the Services by whatever method it may deem expedient. If the unpaid balance of the Agreement price shall exceed LCWMD's cost and expense of finishing the Services, including compensation for additional contractor, consultant and administrative services, such excess shall be paid to Service Provider. If the cost and expense of finishing the Services after a termination for cause shall exceed such unpaid balance, Service provider shall pay the difference to LCWMD.

8.2 All of LCWMD's rights and remedies are cumulative and not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or otherwise.

8.3 Nothing in this Agreement shall be construed to waive, negate or abridge any constitutional, statutory and common law defenses, immunities or limitations of liability that may be available to a governmental entity or any of its officers, directors, agents and employees, all of which are expressly retained by LCWMD.

8.4 The Parties intend that the Service Provider's exclusive remedy for LCWMD's payment breach shall be its right to damages equal to its earned but unpaid fees and proper expenses. In no event shall LCWMD be liable to Service Provider for consequential or indirect damages, lost profits, lost business

opportunities or any special or exemplary damages, all of which are waived by Service Provider.

8.5 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.

9. Indemnification. Service Provider shall defend, indemnify and hold harmless LCWMD and Participating Landowners (later defined) and their respective directors, officers, managers, members, agents, employees, successors and assigns (collectively, the "**Indemnified Parties**") from and against all claim(s), cause(s) of action, liability or expense, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, or costs of whatever kind, including without limitation, attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or personal property resulting from the intentional, willful, fraudulent or negligent acts or omissions of Service Provider or Service Provider Personnel;
- (b) Service Provider's material breach of any representation, warranty or obligation set forth in this Agreement; and
- (c) claims that any of the Services or deliverables, or LCWMD's receipt or use thereof, infringe any intellectual property right of a third party.

This indemnity is intended to be as broad as the law allows and applies without regard to any alleged contributory negligence of LCWMD. The foregoing indemnity expressly extends to claims of injury, death, or damage to Service Provider Personnel and shall not be limited by any immunity from or limitation on the amount or type of damages, compensation or benefits payable by or for Service Provider under the workers' compensation laws or other employee benefit laws. Service Provider expressly waives immunity under the workers' compensation laws for the purposes of this indemnity provision.

10. Insurance.

10.1 Service Provider shall obtain and maintain, throughout the Term of this Agreement and for a period of at least two years following the completion of the Services, at no expense to LCWMD or to the Long Creek Watershed landowners and operators who enter into an "Agreement Between Participating Landowner and the Long Creek Watershed Management District" (the "**Participating Landowners**," who are listed in **Exhibit C** attached hereto), at least the following types and amounts of insurance coverage:

- (a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;
- (b) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit;
- (c) Errors and Omissions/Professional Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; and
- (d) Workers' Compensation insurance as required by applicable law;

10.2 All insurance policies required hereunder shall:

- (a) be issued by insurance companies reasonably acceptable to LCWMD;
- (b) provide that such insurance carriers give LCWMD at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this Section 10;
- (c) except for Workers' Compensation and Professional Liability insurance policies, waive any right of subrogation of the insurers against LCWMD and the Participating Landowners;
- (d) except for Workers' Compensation and Professional Liability insurance policies, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of LCWMD shall be excess and non-contributory; and
- (e) except for Workers' Compensation and Professional Liability insurance policies, name LCWMD and the Participating Landowners, and their respective directors, officers, managers, members, agents, employees, successors and assigns including, in each case, all successors and permitted assigns, as additional insureds by way of policy endorsement.

10.3 Service Provider shall provide LCWMD with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of Service Provider for any obligations imposed under this Agreement, including but not limited to, any provisions requiring Service Provider to indemnify, defend and hold the Indemnified Parties harmless under this Agreement.

11. Independent Contractor.

11.1 Service Provider will provide the Services hereunder in the capacity of an independent contractor and not as an employee or agent of LCWMD. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. LCWMD shall have the right to inspect the work of Service Provider as it progresses solely for the purpose of determining whether the Services are completed according to the applicable Statement of Work.

11.2 Service Provider has no authority to commit, act for or on behalf of LCWMD, or to bind LCWMD to any obligation or liability.

11.3 Service Provider is solely responsible for its employees and personnel and for the payment of their compensation, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, Workers' Compensation insurance, and provision of all statutory benefits.

12. Entire Agreement. This Agreement, together with the RFP and Statement of Work, the Proposal, and any exhibits, schedules, attachments, and appendices to those documents, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13. Notices. All notices, requests, consents, demands or other communications made pursuant to this Agreement must be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by nationally recognized overnight courier, or (iii) by email promptly followed by First-Class United States mail, postage prepaid. Such notice shall be deemed effective upon delivery addressed as follows:

To Service Provider: [Name of Consultant/Contractor]
[Street Address]
[City], [State] [Zip]
Attention: [Contract Manager]
email: [Contract Manager Email]

To LCWMD: Long Creek Watershed Management District
c/o Cumberland County Soil & Water Conservation District
35 Main Street, Suite 3
Windham, ME 04062
Attention: Peter J. Carney
email: pcarney@restorelongcreek.org

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or

invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Assignment. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of LCWMD which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation hereof shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations hereunder. LCWMD may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

19. Choice of Law; Venue. This Agreement, and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions thereof. Each Party agrees that any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement shall be brought exclusively in a Maine court of competent jurisdiction.

20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it

could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Service Provider under this section. Service Provider shall give LCWMD prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Service Provider shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective authorized officers.

[Name of Service Provider]

By: _____
Signature

Its: (Title)

LONG CREEK WATERSHED MANAGEMENT DISTRICT

By: _____
Peter J. Carney
Its: Executive Director

Exhibits

Exhibit A – Request for Proposals with Statement of Work

Exhibit B – Service Provider’s Proposal

Exhibit C – Participating Landowners; Additional Insureds

EXHIBIT A

REQUEST FOR PROPOSAL, INCLUDING STATEMENT OF WORK

EXHIBIT B
PROPOSAL

EXHIBIT C

PARTICIPATING LANDOWNERS; ADDITIONAL INSUREDS

This Exhibit is subject to amendment by LCWMD as properties within the Long Creek Watershed Management District subject to the "Agreement Between Participating Landowner and the Long Creek Watershed Management District" may be transferred and conveyed.

Long Creek Watershed Management District
Additional Insureds List
April 5, 2021

| Parcel Number | Company | Physical Address | Tax Map, Lot | Municipality |
|---------------|---|-------------------------------------|----------------|----------------|
| 1 | Eco Maine d/b/a ecomaine | 85 Scott Drive | M R036, L 001A | Scarborough |
| 2 | Eco Maine d/b/a ecomaine | 85 Scott Drive | M R017, L 009 | Scarborough |
| 3 | City of Portland | 109 District Road | M 234, L A001 | Portland |
| 4 | City of Portland | 70 District Road | M 233, L A002 | Portland |
| 5 | Transport Leasing Corp. | 94 Johnson Road | M 214A, L A006 | Portland |
| 6 | Transport Leasing Corp. | 98 Johnson Road | M 214A, L A005 | Portland |
| 10 | Sable Oaks Office Park Association | Sable Oaks Drive/Country Club Drive | | South Portland |
| 11 | Eco Maine d/b/a ecomaine | 85 Scott Drive | M 86, L 3A | South Portland |
| 12 | J.B. Brown & Sons | 65 Gannett Drive | M 85, L 23A | South Portland |
| 13 | MMC Realty Corp. | 119 Gannett Drive | M 85, L 19A | South Portland |
| 14 | Portland DHS Associates, LP | 155 Gannett Drive | M 85, L 18 | South Portland |
| 15 | North Avenue Realty Trust | 207 Gannett Drive | M 85, L 17 | South Portland |
| 16 | J.B. Brown & Sons | 295 Gannett Drive | M 85, L 16 | South Portland |
| 17 | Spectrum Realty, LLC | 324 Gannett Drive | M 85, L 15 | South Portland |
| 18 | Jordan Family Holdings, Inc. | 202 Gannett Drive | M 85, L 11 | South Portland |
| 19 | Saunders Properties, LLC | 192 Gannett Drive | M 85, L 10 | South Portland |
| 20 | INS Realty LLC | 176 Gannett Drive | M 85, L 8A | South Portland |
| 21 | Jefferson Mill LLC | 100 Gannett Drive | M 85, L 5 | South Portland |
| 22 | Anthem Health Plans of Maine, Inc. | 2 Gannett Drive | M 84, L 7 | South Portland |
| 23 | Target Corporation | 240 Running Hill Road | M 84, L 4 | South Portland |
| 25 | JFB Donald Dean Drive LLC/GWB Donald Dean Drive LLC | 41 Donald B. Dean Drive | M 75A, L 108A | South Portland |
| 27 | Roberts Road Associates | 75 John Roberts Road | M 75A, L 5 | South Portland |
| 28 | GGP-Maine Mall L.L.C. | 0 Philbrook Avenue | M 75, L 7 | South Portland |
| 29 | Macy's Retail Holdings, Inc. | 290 Maine Mall Road | M 74B, L 4 | South Portland |
| 30 | GGP-Maine Mall L.L.C. | 364 Maine Mall Road | M 74B, L 3 | South Portland |
| 31 | Sears, Roebuck and Co. | 400 Maine Mall Road | M 74B, L 2 | South Portland |
| 32 | GGP-Maine Mall L.L.C. | 7 Philbrook Avenue | M 74B, L 1 | South Portland |
| 33 | TRU 2005 RE I, LLC | 301 Maine Mall Road | M 74, L 15B | South Portland |
| 34 | Rubin Portland, LLC | 303 Main Mall Road | M 74, L 15A | South Portland |
| 36 | CarMax Auto Superstores, Inc. | 415 Maine Mall Road | M 74, L 9 | South Portland |
| 37 | New Gen Hospitality, LLC | 461 Maine Mall Road | M 74, L 8 | South Portland |
| 38 | 607 Northern Boulevard Realty Corp./Time Management Corp. | 82 Running Hill Road | M 73, L11A | South Portland |
| 39 | 175 Running Hill, LLC | 175 Running Hill Road | M 73, L 7A | South Portland |
| 40 | Running Hill SP LLC | 200 Running Hill Road | M 73, L4 | South Portland |
| 41-01 | Target Corporation | 0 Running Hill Road | M 73, L 3A | South Portland |
| 41-02 | Running Hill SP LLC | 0 Running Hill Road | M 73, L 3A | South Portland |
| 43 | R.A. Cummings, Inc. | 0 Cummings Road | M 71, L 3 | South Portland |
| 44 | Atlantic Regional Federal Credit Union | 600 Sable Oaks Drive | M 69, L 13 | South Portland |

Long Creek Watershed Management District
Additional Insureds List
April 5, 2021

| Parcel Number | Company | Physical Address | Tax Map, Lot | Municipality |
|---------------|---|--------------------------|--------------|----------------|
| 45 | Beddy Bye, LLC | 303 Sable Oaks Drive | M 69, L 11 | South Portland |
| 46 | Second Portland Limited Partnership | 707 Sable Oaks Drive | M 69, L 9 | South Portland |
| 47 | Sablegolf, LLC | 505 Country Club Drive | M 69, L 8 | South Portland |
| 48 | Lullaby, LLC | 200 Sable Oaks Drive | M 69, L 7 | South Portland |
| 49 | Colby E. Marvin Saco Trust | 220 Maine Mall Road | M 68, L 6J | South Portland |
| 51 | NECG Mallside BH LLC | 198 Maine Mall Road | M 68, L 6B | South Portland |
| 53 | GGP-Maine Mall L.L.C. | 269 Maine Mall Road | M 68, L 5C | South Portland |
| 54 | Storage Realty Corp. | 195 Maine Mall Road | M 68, L 5B | South Portland |
| 55 | Maine Mall Motors | 227 Maine Mall Road | M 68, L 5A | South Portland |
| 56 | Nygren, James | 419 Gorham Road | M 68, L 3 | South Portland |
| 57 | GMG, LLC | 220 Maine Mall Road | M 68, L 1 | South Portland |
| 58 | GGP-Maine Mall L.L.C. | 350 Philbrook Avenue | M 67, L 26 | South Portland |
| 59 | 244 Western Avenue Associates Limited Liability Company | 244 Western Avenue | M 67, L 20 | South Portland |
| 60 | S & J Properties, LLC | 80 Foden Road | M 67, L 19 | South Portland |
| 61 | Berman LLC | 100 Foden Road | M 67, L 18 | South Portland |
| 62 | 341 Park LLC | 311 Darling Avenue | M 67, L 9 | South Portland |
| 63 | Longcreek Properties, LLC | 225 Gorham Road | M 67, L 7 | South Portland |
| 64 | 35 Foden Road, LLC | 35/55 Foden Road | M 67, L 6 | South Portland |
| 65 | Cornerbrook LLC | 343 Gorham Road | M 67, L 5C | South Portland |
| 66 | Hannaford Bros. Co., LLC | 415 Philbrook Avenue | M 67, L 2C | South Portland |
| 67 | Philbrook Avenue Associates LLC | 415 Philbrook Avenue | M 67, L 2B | South Portland |
| 68 | GGP-Maine Mall L.L.C. | 0 Philbrook Avenue | M 67, L 2A | South Portland |
| 69 | Washington Baxter, LLC | 264 Gorham Road | M 67, L 1C | South Portland |
| 70 | CPSP LLC | 333 Clark's Pond Parkway | M 66, L 12 | South Portland |
| 71 | CPSP LLC | 200 Gorham Road | M 66, L 11 | South Portland |
| 72 | CPSP LLC | 0 Gorham Road | M 66, L 10A | South Portland |
| 78 | Terra Firma Realty Trust | 245 Western Avenue | M 49, L 209 | South Portland |
| 79 | ABR Realty Trust | 125 Western Avenue | M 49, L 208 | South Portland |
| 80 | Raphael Limited Partnership | 209 Western Avenue | M 49, L 207 | South Portland |
| 83 | S & J Properties, LLC | 50 Foden Road | M 49, L 93 | South Portland |
| 84 | Millers River Development, LLC | 265 Western Avenue | M 49, L 92A | South Portland |
| 85 | UPS Worldwide Forwarding, Inc.; United Parcel Service, Inc. | 2 Foden Road | M 49, L 91A | South Portland |
| 86 | Texas Instruments Incorporated | 133 Pope Road | M 49, L 90C | South Portland |
| 87 | Texas Instruments Incorporated | 5 Foden Road | M 49, L 90B | South Portland |
| 88 | New Gen Hotels Group, LLC | 90 Maine Mall Road | M 48, L 21 | South Portland |
| 89 | 53 Darling LLC | 53 Darling Avenue | M 48, L 18 | South Portland |
| 90 | 75 Darling Ave, LLC/Treehouse, LLC | 75 Darling Avenue | M 48, L 17 | South Portland |
| 91 | My Darling LLC | 95 Darling Avenue | M 48, L 15A | South Portland |

Long Creek Watershed Management District
Additional Insureds List
April 5, 2021

| Parcel Number | Company | Physical Address | Tax Map, Lot | Municipality |
|---------------|---|--------------------------|----------------|----------------|
| 92 | Darling Avenue Realty, LLC | 123 Darling Avenue | M 48, L 14 | South Portland |
| 93 | Darling Avenue Realty, LLC | 123 Darling Avenue | M 48, L 13A | South Portland |
| 98 | Fairchild Semiconductor Corporation d/b/a ON Semiconductor | 333 Western Avenue | M 48, L 2F | South Portland |
| 99 | Jetport Plaza LLC | 443 Western Avenue | M 48, L 2E | South Portland |
| 100 | Cabot House of Portland Real Estate Trust | 371 Western Avenue | M 48, L 2B | South Portland |
| 102 | The Coca-Cola Bottling Company of Northern New England, Inc. | 316 Western Avenue | M 48, L 1 | South Portland |
| 103 | City of Portland | 777 Westbrook Street | M 47, L 5 | South Portland |
| 104 | Transport Leasing Corp. | 118 Johnson Road | M 46, L 2C | South Portland |
| 105 | City of Portland | 1001 Westbrook Street | M 44, L 16 | South Portland |
| 106 | JFB Thomas Drive Development, LLC/GWB Thomas Drive Development, LLC | 1 Thomas Drive | M 3, L 125 | Westbrook |
| 109 | Sysco Northern New England, Inc. | 33 Thomas Drive | M 3, L 120 | Westbrook |
| 110 | LZ Associates | 39 Thomas Drive | M 3, L 119 | Westbrook |
| 111 | Silvex Incorporated | 45 Thomas Drive | M 3, L 118 | Westbrook |
| 112 | 20 Thomas Drive, LLC | 20 Thomas Drive | M 3, L 107 | Westbrook |
| 113 | 12 Thomas Drive, LLC | 12 Thomas Drive | M 3, L 106 | Westbrook |
| 114 | Westport Realty, LLC | 8 Thomas Drive | M 3, L 104 | Westbrook |
| 115 | United Rentals (North America), Inc. | 10 Thomas Drive | M 3, L 103 | Westbrook |
| 116 | Millenium Development LLC | 4 Thomas Drive | M 3, L 102 | Westbrook |
| 117 | Colonel Westbrook Associates GP | 860 Spring Street | M 3, L 101A | Westbrook |
| 118 | Thomas Drive LLC | 2 Thomas Drive | M 3, L 101 | Westbrook |
| 119 | Sleepy Hollow Development, Inc. | 510 County Road | M 2, L 68 | Westbrook |
| 120 | 5 Karen Drive Associates, LLC | 5 Karen Drive | M 2, L 52 | Westbrook |
| 122 | Best Company, LLC | 396 County Road | M 2, L 49 | Westbrook |
| 124 | Eco Maine d/b/a ecomaine | 85 Scott Drive | M 2, L 41 | Westbrook |
| 125 | R.A. Cummings, Inc. | 93 Scott Drive | M 2, L 40 | Westbrook |
| 126 | Spiller Drive LLC | 600 County Road | M 2, L 24A | Westbrook |
| 127 | Husson University Southern Maine Campus Condominium Association | 340 County Road | M 2, L 19D | Westbrook |
| 128 | 465 Main Street LLC | 865 Spring Street | M 2, L 19 | Westbrook |
| 129 | Eco Maine d/b/a ecomaine | 85 Scott Drive | M 2, L 13 | Westbrook |
| 130 | Toddle Inn Westbrook Real Estate, LLC | 969 Spring Street | M 2, L 12 | Westbrook |
| 131 | Olympia Equity Investors XII/Millroc Hospitality Partners, LLC | 171 Philbrook Avenue | M 075, L 005 | South Portland |
| 132 | BFE Ventures LLC | 490 Payne Road | M R037, L 45 | Scarborough |
| 133 | Goodwill Industries of Northern New England | 555 Maine Mall Road | M 83, L 5A | South Portland |
| 134 | Cortland Associates Limited Partnership | 696 Westbrook Street | M 44, L 18 | South Portland |
| 135 | Port Resources | 280 Gannett Drive | M 85, L 14 | South Portland |
| 136 | Pine Tree Waste, Inc. | 594 County Road | M 002, L 024/D | Westbrook |
| 137 | Eastpoint Christian Church | 345 Clark's Pond Parkway | M 66, L 12B | South Portland |
| 138 | 333 Clark's Pond, LLC | 333 Clark's Pond Parkway | M 66, L 12C | South Portland |

**Long Creek Watershed Management District
Additional Insureds List
April 5, 2021**

| Parcel Number | Company | Physical Address | Tax Map, Lot | Municipality |
|---------------|------------------------------------|--|--------------|----------------|
| 201 | Maine Department of Transportation | Congress Street | | Portland |
| 202 | Maine Department of Transportation | County Road | | Westbrook |
| 203 | Maine Department of Transportation | Cummings Road | | South Portland |
| 204 | Maine Department of Transportation | Exit 46 Entrance Road | | Portland |
| 205 | Maine Department of Transportation | Foden Road (Gorham Road to Western Avenue) | | South Portland |
| 206 | Maine Department of Transportation | Gorham Road (Payne to CCP) | | South Portland |
| 207 | Maine Department of Transportation | Johnson Road | | South Portland |
| 208 | Maine Department of Transportation | Maine Mall Road | | South Portland |
| 209 | Maine Department of Transportation | Running Hill Road | | Scarborough |
| 210 | Maine Department of Transportation | Running Hill Road | | South Portland |
| 211 | Maine Department of Transportation | Spring Street | | South Portland |
| 212 | Maine Department of Transportation | Spring Street | | Westbrook |
| 213 | Maine Department of Transportation | Turnpike Ramp (Ramp C 0420 & E) | | South Portland |
| 214 | Maine Department of Transportation | Western Avenue | | South Portland |
| 215 | Maine Department of Transportation | Jetport Boulevard (w/out City portion) | | South Portland |
| 301 | Maine Turnpike Authority | MTA Crosby Maintenance Facility | M 69, L 2A | South Portland |
| 303 | Maine Turnpike Authority | MTA Mainline | | South Portland |
| 304 | Maine Turnpike Authority | MTA Exit 45 | | South Portland |
| 401 | City of South Portland | Gannett Drive | | South Portland |
| 402 | City of South Portland | Philbrook Avenue | | South Portland |
| 403 | City of South Portland | John Roberts Road | | South Portland |
| 404 | City of South Portland | Clark's Pond Parkway | | South Portland |
| 405 | City of South Portland | Darling Avenue | | South Portland |
| 406 | City of South Portland | Foden Road (eastern section) | | South Portland |
| 407 | City of South Portland | Pope Avenue | | South Portland |
| 409 | City of South Portland | Long Creek Drive | | South Portland |
| 410 | City of South Portland | Jetport Plaza Road | | South Portland |
| 411 | City of South Portland | Gorham Road | | South Portland |
| 412 | City of South Portland | Donal Dean Drive/Chris Toppi Drive | | South Portland |
| 413 | City of South Portland | James Baka Road | | South Portland |
| 501 | City of Westbrook | Thomas Drive | | Westbrook |
| 502 | City of Westbrook | Scott Drive | | Westbrook |
| 503 | City of Westbrook | Ledgeview Drive | | Westbrook |
| 504 | City of Westbrook | Karen Drive | | Westbrook |

**Long Creek Watershed Management District
Additional Insureds List
April 5, 2021**

Long Creek Watershed Management District Board of Directors, Employees, and Affiliates

| Affiliation | First Name | Last Name | Position |
|--|-------------------|------------------|-----------------------|
| Long Creek Watershed Management District | Angela | Blanchette | Board Member |
| Long Creek Watershed Management District | Curtis | Bohlen | Treasurer |
| Long Creek Watershed Management District | Arthur | Colvin | Board Member |
| Long Creek Watershed Management District | Fred | Dillon | Chair |
| Long Creek Watershed Management District | Sean | Donohue | Board Member |
| Long Creek Watershed Management District | Eric | Dudley | Board Member |
| Long Creek Watershed Management District | Brian | Goldberg | Secretary |
| Long Creek Watershed Management District | Craig | Gorris | Board Member |
| Long Creek Watershed Management District | Will | Haskell | Board Member |
| Long Creek Watershed Management District | Susan | Henderson | Board Member |
| Long Creek Watershed Management District | Kerem | Gungor | Board Member |
| Long Creek Watershed Management District | Ed | Palmer | Board Member |
| Long Creek Watershed Management District | Doug | Roncarati | Vice Chair |
| Long Creek Watershed Management District | Peter | Carney | Executive Director |
| Cumberland County Soil & Water Conservation District | Chris | Brewer | Project Administrator |
| Cumberland County Soil & Water Conservation District | Heather | Huntt | Project Manager |
| Cumberland County Soil & Water Conservation District | Chris | Baldwin | District Engineer |
| Cumberland County Soil & Water Conservation District | Damon | Yakovelff | Environmental Planner |

Participating Landowners and their successors, the Long Creek Watershed Management District, the Cumberland County Soil & Water Conservation District, and their respective directors, officers, managers, members, agents and employees are intended to be covered under this certificate, whether or not they are named expressly.

ATTACHMENT B: PROPOSAL FORM



Financial Audit Services Proposal Form

All questions must be answered with clear and comprehensive data; if necessary, add additional pages.

1. Legal name of proposer and primary contact person:

2. Proposer's mailing address, telephone, and email:

3. Business's organizational structure (*e.g.* sole proprietorship, corporation, LLC):

4. Please provide the year the proposer's business was first organized:

5. If a legal entity (*e.g.* corporation, LLC), provide the state in which the business is organized:

6. How many years has proposer been in business under the current business name?

7. Liquidated Damages:

Within the last five years has the proposer had liquidated damages assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were accrued and/or assessed. Please feel free to include a written summary of your position on the matter.

8. Terminations, Suspensions or Defaults:

- (a) Within the last five years has a contract of the proposer been terminated or suspended for cause?

YES _____ NO _____

- (b) Within the last five years has another party (*e.g.* surety) completed work which the proposer was originally responsible to perform?

YES _____ NO _____

- (c) Within the last five years has the proposer been considered in default of a contract that was not cured within the time frame allowed by the contract?

YES _____ NO _____

If the answer to any of questions 8(a)-(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

9. Debarments, etc.:

- (a) Within the last five years, has the proposer been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO _____

- (b) Within the last five years has the proposer refrained from bidding for any reason, such as suspension or agreement not to bid, or as part of the settlement of a dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO _____

If the answer to either of questions 9(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

10. Claims History:

Within the last five years has the proposer been a party to a claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each claim on attached sheets including (a) whether the claim was brought by or against the proposer, (b) the nature of the dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such claims (including the amount) or if unresolved, the current status of such claims, and (e) a written summary of your position on the matter (if desired).

11. List any subcontractors whom you would expect to use and the general components of the Project for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.

12. Qualifications and Experience:

- (a) *Prior auditing experience.* Describe proposer's prior auditing experience, including descriptions of experience in the following categories:
- i. general prior description of accounting and auditing experience;
 - ii. prior experience auditing nonprofit organizations; and
 - iii. prior experience auditing county or local government entities.

- (b) *Organization, Size and Structure.* Describe proposer's organization, size, and management structure. Proposer should include a copy of the most recent Peer Review report, if the Proposer has had a Peer Review.

- (c) *Staff Qualifications.* Describe qualifications of proposer's staff to be assigned to the audits. Descriptions should include the following:
- i. audit team composition;
 - ii. qualifications of supervisory staff; and

iii. prior experience of the individual audit team members.

Please include resumes of staff that would be assigned to the audits. Education, position in firm, years and types of experience, continuing professional education, and state(s) in which licensed as a CPA, will be considered.

(d) *Understanding of Work to be Performed.* Proposer shall describe its understanding of the work to be performed, including audit procedures, estimated hours, and other pertinent information.

(e) *Continuing Education.* Proposer shall identify that all individuals to be assigned to the audit will meet the Association of International Certified Professional Accountants (“AICPA”) Continuing Professional Education Requirements at the time the work will be performed.

(f) *Familiarity with Relevant Publications.* Proposer shall affirm that all individuals to be assigned to the audit have read and understand the following publications relative to the proposed audits:

- i. “Generally Accepted Government Auditing Standards” (Most Recent Revision) (the “Yellow Book”);
- ii. “Standards for Internal Control in the Federal Government” (Most Recent Revision) (the “Green Book”);
- iii. "Audits of Certain Nonprofit Organizations" (AICPA Audit Guide).

13. **References:** Please provide examples of other work of a similar nature to that stated in the Statement of Work, including references that will assist LCWMD to judge experience, skill, and business standing:

| Contract Amount | Project Type and Location | Month/Year Completed | Name, Address, Contact Person, and Telephone Number |
|-----------------|---------------------------|----------------------|---|
| | | | |
| | | | |
| | | | |

14. **Fee Amount:**

Proposals must be based on a lump sum, fixed-price basis for each fiscal year. Assumptions for each project area should be clearly stated in the proposal. All costs of providing services, including, but not limited to, the cost of all labor, anticipated direct costs, and insurance, must be incorporated into and included in the price.

| Project Task | Cost |
|------------------------|-----------|
| Fiscal Year 2021 Audit | \$ |
| Fiscal Year 2022 Audit | \$ |
| Fiscal Year 2023 Audit | \$ |
| TOTAL | \$ |

The undersigned proposes to perform the work described in the Financial Audit Services RFP, inclusive, on a time-and-materials basis for a fee not to exceed the following amount:

\$ _____ (the "Not-to-Exceed Proposal Amount").

The proposer, by submitting a proposal, agrees: that it has carefully read and fully understands the information provided by LCWMD in the Financial Audit Services RFP dated June 21, 2021 to serve as the basis for submission of its proposal to perform the work of the Financial Audit

Services on which is it submitting a proposal; that it has the capability to successfully undertake and complete the responsibilities and obligations of the submitted proposal; that it has completed attached forms and is submitting the same as part of its proposal; that the information contained within its proposal is true and correct to the best of its knowledge; that it did not, in any way, collude, conspire, or agree, either directly or indirectly, with any person, firm, corporation, or other proposer in regards to the amount, terms or conditions of its proposal; that by the submission of a proposal, the proposer acknowledges that LCWMD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer, and the proposer hereby grants LCWMD permission to make said inquiries; and that it shall provide LCWMD any and all requested documentation in a timely manner.

By signing below, the undersigned also agrees to the following:

- That proposer is prepared to begin work no later than August 1, 2021;
- That this offer is open to acceptance for sixty (60) days after the proposal deadline, and LCWMD may at any time without notice accept this proposal whether any other proposal has previously been accepted or not;
- That the fee included in this proposal shall be honored for a period of sixty (60) days from the proposal deadline for the purposes of awarding an agreement;
- That the fee in this proposal shall be in effect, without modification, escalation, or adjustment, through the duration of the agreement identified in the RFP if an agreement is awarded;
- That it affirms the ability to sign the Services Agreement, a sample of which is included as **Attachment A** to the RFP, without material modification, and is prepared to do so;
- That it affirms the ability to provide the required insurance coverage and amounts, including required additional insureds identified in the Services Agreement, a sample of which is included as **Attachment A** to the RFP without modification, and is prepared to do so;
- That any person(s) employed by LCWMD who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment; and

- That compensation for items at the prices included in the fee schedule in this Proposal Form shall be accepted as full compensation for the work specified in the Financial Audit Services RFP dated June 21, 2021.

Dated at _____, _____ this ____ day of _____, 2021.

(Name of Proposer)

By: _____
(Signature of Proposer)

Title: _____