

| Councilmember | In-Person | Remote | Absent | Notes |
|---------------------|-----------|--------|--------|------------------|
| Amber Pulcifer | | X | | |
| Ben Mann | | X | | arrived @ 3pm |
| Betsy Fitzgerald | | X | | |
| <hr/> | | | | |
| Chasity Tuell | X | | | |
| Deb Poulin | X | | | |
| Holly Stover | | | X | |
| Joe Everett | X | | | arrived @ 2:15pm |
| Liz Blackwell-Moore | X | | | |
| Maggie McLoughlin | | X | | |
| Melissa Hackett | | X | | |
| Pat Kimball | X | | | |
| Paul Vinsel | X | | | arrived @ 2:10pm |
| Tess Parks | X | | | |
| Todd Brackett | X | | | |

Date:

5/8/25

The Maine Recovery Council

Date: 5/8/25 Recorded by: Grayson Havens

| Councilmember | Yay | Nay | Abstain | Notes |
|-----------------------|-----|-----|---------|-------|
| Amber Pulcifur | X | | | |
| Ben Mann | | | | |
| Betsy Fitzgerald | | | X | |
| | | | | |
| 2 Chasity Tuell | X | | | |
| Deb Poulin | X | | | |
| Holly Stover | | | | |
| Joe Everett | | | | |
| 1 Liz Blackwell-Moore | X | | | |
| Maggie McLoughlin | X | | | |
| Melissa Hackett | X | | | |
| Pat Kimball | X | | | |
| Paul Vinsel | | | | |
| Tess Parks | X | | | |
| Todd Brackett | | | X | |

Motion: to pass April minutes as written

The Maine Recovery Council

Date: 5/8/25 Recorded by: Grayson H.

| Councilmember | Yay | Nay | Abstain | Notes |
|---------------------|-----|-----|---------|-------|
| Amber Pulcifer | X | | | |
| Ben Mann | | | | |
| Betsy Fitzgerald | X | | | |
| | | | | |
| Chasity Tuell | X | | | |
| 2 Deb Poulin | X | | | |
| Holly Stover | | | | |
| Joe Everett | X | | | |
| Liz Blackwell-Moore | X | | | |
| Maggie McLoughlin | X | | | |
| Melissa Hackett | X | | | |
| Pat Kimball | X | | | |
| 1 Paul Vinsel | X | | | |
| Tess Parks | X | | | |
| Todd Brackett | X | | | |

Motion: To accept the attached amendment to Berry Dunn's contract, increasing the scope of work and contract term.

May 7, 2025

Berry, Dunn, McNeil & Parker, LLC dba BerryDunn
2211 Congress St.
Portland, ME 04102

Re: AMENDMENT TO Agreement for Consulting Services to the Maine Recovery Council

Dear William Brown, Principal – Berry, Dunn, McNeil & Parker, LLC dba BerryDunn,

The Maine Recovery Council (the “MRC”) has agreed to a first amendment (the “Amendment”) to the contract governing your consulting services to the MRC. The Amendment is i) to extend the term of the Original Agreement for a period of up to 2 months commencing on August 1, 2025 and ending on September 30, 2025, (the “Extension Term”), and ii) to engage Provider to perform additional consulting services (the “New Deliverables”) to the Council as described more fully below.

All consulting services performed under this Amendment shall be performed by you, Berry, Dunn, McNeil & Parker, LLC dba BerryDunn, and you shall maintain all standards and requirements for consulting services provided under this Amendment. Other compensation and payment terms set forth in the Original Agreement shall remain in full force and effect.

This letter will serve as the Amendment, which will amend the Agreement between you and the Maine Attorney General’s Office dated February 27, 2025. As you know, because the MRC’s source of funding, the Recovery Fund, is administered by the Maine Attorney General’s Office, this Amendment shall be between you and the Maine Attorney General’s Office; however, the services you will provide will be to the MRC.

Therefore, the Agreement is hereby amended as follows:

1. The period of the Agreement is extended for the Extension Term;
2. To perform the consulting services described in New Deliverables.

Please sign and return your original signed copy of this Amendment to: Brendan O'Neil,
Assistant Attorney General, 111 Sewall Street, Augusta, ME 04333-0006;
brendan.oneil@maine.gov.

Sincerely,

Aaron M. Frey
Attorney General

ACKNOWLEDGED and AGREED to:

BerryDunn

cc: Pat Kimball, Chair, Executive Committee Member, Maine Recovery Council
Benjamin Mann, Treasurer, Executive Committee Member, Maine Recovery Council
Brendan O'Neil, Assistant Attorney General

MRC 2025 Proposal – Maine Recovery Council Spring 2025 – Monitoring and Reporting Support Services

Proposed Deliverables

BerryDunn proposes to provide support to the MRC to assist with contract monitoring and reporting support activities, including the following:

1. Contract Monitoring Support
 - a. Develop and implement a process to track all expenditure and performance data required for quarterly reports by the MRC.
 - b. Establish policies and procedures for appropriate document retention and reporting to comply with MRC funding and programmatic requirements.
 - c. Support development of expenditure reporting tools, as requested by MRC executive Director and/or staff.
 - d. Support collection of financial and reporting data from grantees.
2. Contract Compliance Support
 - a. Support development of processes to identify, report, and remediate potential fraud, waste and/or abuse of MRC funds.
 - b. Track grant compliance with MRC programmatic and accounting requirements.
 - c. Provide expert guidance and advisory services regarding all applicable legislation, regulations, and policies related to grant funding, including identification of best practices, as requested by MRC Executive Director.
3. Technical Assistance Support
 - a. Support development of training materials on MRC funding and programmatic requirements.
 - b. Provide technical assistance support directly to grantees, as requested by MRC Executive Director or staff.
 - c. Work collaboratively with the MRC, OAG and grantees to ensure accurate and timely submission of reporting.
 - d. Support development of internal MRC guidelines, processes, and template documents, as requested.

Billing details: BerryDunn will invoice MRC for services provided during the Agreement. Proposed deliverable activities with descriptions are as follows:

- Contract Monitoring Support
- Contract Compliance Support
- Technical Assistance Services
- Best Practice Guidance and Consultation Support

The Maine Recovery Council

Date: 5/8/25 Recorded by: Grayson H.

| Councilmember | Yay | Nay | Abstain | Notes |
|-----------------------|-----|-----|---------|-------|
| Amber Pulcifur | X | | | |
| Ben Mann | X | | | |
| Betsy Fitzgerald | X | | | |
| | | | | |
| Chasity Tuell | X | | | |
| Deb Poulin | X | | | |
| Holly Stover | | | | |
| Joe Everett | X | | | |
| 1 Liz Blackwell-Moore | X | | | |
| Maggie McLoughlin | X | | | |
| Melissa Hackett | X | | | |
| Pat Kimball | X | | | |
| 2 Paul Vinsel | X | | | |
| Tess Parks | X | | | |
| Todd Brackett | X | | | |

Motion: To Allow the Finance Committee to
amend and/or approve the attached
draft RFP.

**STATE OF MAINE
Maine Recovery Council**



Grant Management Services RFP

| | | |
|---|---------------|-------------------------|
| RFP Coordinator | NAME: | (Insert Name) |
| | TITLE: | (Insert Title) |
| | EMAIL: | (Insert E-mail Address) |
| <i>All communication regarding the RFP <u>must</u> be made through the RFP Coordinator.</i> | | |

| | |
|--|---|
| Submitted Questions Due Date | (Insert Date), no later than 11:59 p.m., local time |
| <i>All questions <u>must</u> be received by the RFP Coordinator by the date and time listed above.</i> | |

| | | |
|--|--------------|--|
| Proposal Submission Deadline | DATE: | (Insert Date), no later than 11:59 p.m., local time. |
| | TO: | Proposals@maine.gov |
| <i>Proposals <u>must</u> be received electronically by the Office of State Procurement Services by the date and time listed above.</i> | | |

**State of Maine
Maine Recovery Council
Grant Management Services RFP**

PART I INTRODUCTION

A. Purpose and Background

The Maine Recovery Council (Council) is seeking Grant Management services from qualified firms or individuals to support the Council's current and ongoing activities as defined in this Request for Proposals (RFP) document. The selected Provider shall provide concurrent grants management and contract monitoring, budgeting and cost allocation, and data collection and program evaluation services, while working to meet the needs of the community-based grantees and the Council. This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

B. General Provisions

1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.
2. Issuance of the RFP does not commit the Council to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments issued by the Council. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements" section of the RFP.
4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Council will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Council information of previous contract history with the Bidder (if any). The Council also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder's experience and capabilities.
5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
6. The RFP and the awarded Bidder's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Council.
7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](#) et seq.). State contracts and information related to contracts, including bid submissions, are generally public records per FOAA.
8. In the event that a Bidder believes any information that it submits in response to this RFP is confidential, it must mark that information accordingly, and include citation to legal authority in support of the Bidder's claim of confidentiality. In the event that the

Council receives a FOAA request that includes submissions marked as confidential, the Council shall evaluate the information and any legal authority from the Bidder to determine whether the information is an exception to FOAA's definition of public record. If the Council determines to release information that a Bidder has marked confidential, it shall provide advance notice to the Bidder to allow for them to seek legal relief.

- 9. The Council, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
- 10. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Contract Term

The Council is seeking cost-efficient proposals to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. The dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Council may opt to renew the contract for (Insert number of renewals) renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

| Period | Start Date | End Date |
|-------------------------------|---------------|---------------|
| Initial Period of Performance | (Insert date) | (Insert date) |
| Renewal Period #1 | (Insert date) | (Insert date) |
| Renewal Period #2 | (Insert date) | (Insert date) |

D. Number of Awards

The Council anticipates making one award as a result of this RFP process.

PART II SCOPE OF SERVICES TO BE PROVIDED

A. Contract Management and Grant Support

1. Develop an overall schedule that includes the implementation of individual project/program components.
2. Support and assist the Council with grant oversight and management of funding distributed through the Maine Recovery Fund to ensure that subawards follow applicable funding requirements and State policies and procedures as required.

B. Program and Reporting Services

1. Develop policies and procedures for appropriate document retention and reporting to comply with State and Council funding requirements.
2. Work closely with the Executive Director to monitor measurable program outcomes across the activities funded under the Maine Recovery Council and the Maine Recovery Fund.
3. Assist the Executive Director in establishing and implementing a protocol to collect and monitor financial data. The process should include reviewing budgets, invoices, and financial reports for compliance with the Council's statute and MOU requirements and regulations prior to the Council's review.

C. Grant Evaluation and Project Data Collection

1. Assist with the collection of quantitative and qualitative data. The Provider shall be prepared to interact with this information in multiple ways depending on the preference of individual grantees including, but not limited to: written reports, electronic surveys, and interviews.
2. The Provider shall regularly communicate and collaborate with the Executive Director and/or Council to ensure data collection methods align with Council guidelines and decisions.
3. Support the development of an annual program evaluation report that includes both the minimum elements required under the award and additional elements that the Council is interested in collecting to demonstrate the success of the initiatives under this award.
4. Report findings to various Council partners including, but not limited to:
 - a. Council leadership and applicable staff,
 - b. Office of the Attorney General
 - c. ME CDC, or other state departments, if applicable
 - d. Catherine Cutler Institute, as requested by the Council
 - e. Community partners, and
 - i. Stakeholder groups

D. Organization Technical Assistance and Other Support

1. Provide an average of 5-7 hours per week of technical assistance, including 1:1 meetings, email communication response, and materials developed in respond to needs around program requirements, financial requirements, audit requirements, and organizational capacity-building, or other needs as directed by the Council or Executive Director.
2. Provide one (1) TA webinar session, with topics developed based on grantees' suggested topics and Council requests, in collaboration with the Executive Director.
3. Support Executive Director in scheduling and facilitation of meetings with grantees and grant partners, including but not limited to: developing agendas; keeping meeting minutes/notes; and ensuring action items are assigned and addressed. These meetings will include at a minimum:
 - a. Budget Monitoring and Forecasting – monthly

b. Technical Assistance planning – bimonthly

E. Project Management Support

1. Convene regular weekly status meetings with Executive Director to review project progress, milestones achieved, issues/risks, and next step.
2. Communicate regularly with Council and Executive Director regarding project progress and outcomes. Majority of the work will be done remotely, leveraging virtual meeting options like Microsoft Teams or Zoom. Occasional in-person meeting may occur with advance notice and agreement by all parties.
3. Maintain a proactive approach to identifying and overcoming risks and obstacles to completing the project successfully and on time. Work related to contract and grants management will be done in conjunction with the Council and Executive Director. Some tasks such as coordinating meetings with department staff and stakeholders will be completed in conjunction with other Council contractors or staff.

F. Contract Monitoring Support and Compliance

1. Support Executive Director in organizing and scheduling visits with grantees to monitor and assess grant reporting requirements.
2. Provide supplemental tools, such as schedules, tracking logs, and task management support, as needed or requested by the grantee and/or Council.
3. Compile Grant Monitoring Reports (using documentation, findings and corrective action determination provided by the Council) for Year 1 Grant Reporting (Summer 2025) and Year 2 Grant Reporting (Summer 2026).
4. Support communication with grantees for scheduling and delivering monitoring results to the Council and other stakeholders, as requested.
5. Ensure all contracts remain in compliance with Council's policies and regulations; identify and address non-compliance issues in collaboration with the Executive Director and OAG staff, if necessary.
6. Provide resources for implementing proper accounting and reporting internal control mechanisms to track and disperse grants and comply with Generally Accepted Accounting Principles.
7. Work closely with the Executive Director to develop and establish requirements to evaluate each subrecipient's risk of noncompliance to determine the appropriate level of monitoring to apply to each subrecipient. This should include providing a checklist for subrecipient review and monitoring required public records systems.
8. Work closely with the Executive Director to develop a process to identify, report, and remediate potential fraud, waste, and/or abuse.
9. Assist the Executive Director and Council members with the verification of audit results.

PART III KEY RFP EVENTS

A. Proposal Submission

1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
 - a. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
2. **Delivery Instructions:** E-mail proposal submissions must be submitted to the **Office of State Procurement Services** at Proposals@maine.gov.

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PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Council seeks detailed yet succinct responses that demonstrate the Bidder's qualifications, experience, and ability to perform the requirements specified throughout the RFP.

Bidders' proposals must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Council, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Bidders must include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

Proposal Format and Contents

Section III Proposed Services (File #1)

1. Services to be Provided

Bidders must discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer, including a description of the methods and resources the Bidder will use and how each task involved will be accomplished. Bidders must also describe how the expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, Bidders must clearly identify the work each will perform.

Section IV Cost Proposal (File #2)

1. General Instructions

- a. Bidders must submit a cost proposal that covers the period starting **(Insert date)** and ending on **(Insert date)**.
- b. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.

2. Cost Proposal Form Instructions

Bidders must fill out **Appendix A** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in disqualification or reduction in scoring of the cost proposal, at the discretion of the Council.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals will be accomplished as follows:

A. Evaluation Process – General Information

1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
3. The Council reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Council may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations.
4. Changes to proposals, including updating or adding information, will not be permitted during any portion of the evaluation process. Therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

1. **Scoring Weights:** Proposal scores will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria:

| | | |
|---------------------|--|---|
| Section I. | Preliminary Information Proposal materials to be evaluated in this section: all elements addressed in Part IV, Section I of the RFP. | (No Points – Eligibility Requirements) |
| Section II. | Organization Qualifications and Experience Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section II of the RFP. | (XX points) |
| Section III. | Proposed Services Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section III of the RFP. | (XX points) |
| Section IV. | Cost Proposal Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section IV of the RFP. | (XX points) |

2. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, if applicable, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section IV, the Cost Proposal, will be scored as described below.
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions

specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded XX points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$(\text{Lowest submitted cost proposal} / \text{Cost of proposal being scored}) \times (\text{Insert maximum cost points available}) = \text{pro-rated score}$

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the Council subject to approval by the State Procurement Review Committee.
2. Notification of conditional award selection or non-selection will be made in writing by the Council.
3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The Council reserves the right to reject any and all proposals or to make multiple awards.

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The awarded Bidder will be required to execute a State of Maine Service Contract with appropriate riders as determined by the issuing department.
2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.

B. Standard State Contract Provisions

1. Contract Administration

Following the award, a Contract Administrator from the Council will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Council staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

APPENDIX A

State of Maine
Maine Recovery Council
COST PROPOSAL FORM
Grant Management Services RFP

| | |
|-----------------------------|----|
| Bidder's Organization Name: | |
| Proposed Cost: | \$ |

Bidders must submit a cost proposal that includes the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements. The proposed cost must be presented as a (insert type of cost – fixed amount, hourly rate, etc.).

The (insert which cost figure) will be used to score the cost proposal as defined Part V, B, 3 of the RFP.

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