

YOUR MAINE TRIBE Tribe

Audit Bid

The YOUR MAINE TRIBE invites qualified independent public accounting firms to submit proposals for the performance of an audit of its financial accounts and records covering the fiscal year ended December 31, 2008 for the purpose of rendering an auditor's opinion regarding the fairness of applicable legal provisions in accordance with generally accepted accounting standards. ALL PROPOSALS ARE TO BE SUBMITTED TO THE TRIBE'S FINANCE DIRECTOR BY 3:00 PM ON OCTOBER 31, 2008.

Bid specifications are enclosed. Additional information may be obtained from the Tribes' Finance Director Ian C. Numbers at P.O. Box 0, Anytown, Maine 04000 or by phone at 207-222-5555.

YOUR MAINE TRIBE

REQUEST FOR QUOTES

SECTION 1. GENERAL

The YOUR MAINE TRIBE is seeking quotes from qualified individuals and firms (Bidder) to submit proposals for the performance of an audit of its financial accounts and records covering the fiscal year ended December 31, 2008, for the purpose of rendering an auditor's opinion regarding the fairness of applicable legal provisions, in accordance with generally accepted accounting principals and auditing standards.

SECTION 2. STANDARD CONDITIONS

1. The Bidder shall be responsible for all taxes, fees and permits required of this request for quotes.
2. The Bidder shall be responsible for the proper disposal of any waste generated by this request for quotes.
3. The Bidder shall serve the Tribe as an independent contractor and shall not be deemed an employee or representative of the Tribe. The Bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the Tribe, and for whom no retirement benefits, medicare, survivor benefit insurance, group life insurance, vacation and sick leave, worker's compensation, unemployment and similar benefits available to Tribe employees will accrue. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the Bidder for his Income Tax records.
4. Unless otherwise stated all bids shall be in a lump sum basis, FOB YOUR MAINE Tribe, in U.S. funds.
5. Any bids received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received.

6. Unless otherwise stated all bids shall be submitted on the bid form supplied by the Tribe.
7. The Tribe reserves the right to reject any or all bids if deemed to be in the best interest of the Tribe.
8. Fax bids will not be accepted.
9. No bid may be withdrawn for a period of 30 days after the bid opening.
10. The Bidder shall be responsible to provide all labor, materials and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally accepted work standards. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.
11. The Bidder shall not sublet, sell, transfer, assign or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the Tribal Governor, except to a bank. No sub-contracts or transfer or agreement shall in any case release the Bidder of his liability under this agreement.
12. The performance of work or the delivery of material under the contract may be terminated by the Tribe in whole, or from time to time, in part whenever for any reason the Tribal Governor shall determine that such termination is in the best interest of the Tribe. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract end date.
13. The Bidder agrees to indemnify, defend and save harmless the Tribe, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety rights, copyrights, or rights of privacy, arising out of including costs and expenses, for violation of propriety rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance,

use of disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.

14. Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

SECTION 3. BIDDER QUALIFICATIONS

Each bid shall contain the following information about the Bidder:

- A. Qualifications of the individuals/firm associated with the project.
- B. Name and qualifications of the project coordinator.
- C. Time schedule for completing the project.
- D. List of similar work performed or material delivered to include the names, addresses and telephone numbers of people who can be utilized as a reference check.

SECTION 4. SUBMITTING A BID

All bid quotes must be submitted in a sealed envelope clearly marked "AUDIT BID" on the outside of the envelope. Bids must be **RECEIVED by October 31, 2008 at 3:00 PM** at the Tribal Finance Office, P.O. Box 0, Anytown, Maine 04000. Any questions pertaining to this bid shall be directed to the Tribal Finance Director, Ian C. Numbers at 207-222-5555

All bids shall be opened and read aloud in public on October 31, 2008, at 3:00 PM, at the above address. Final award of the bid is expected to be made by the Tribal Council on November 11, 2008, in the council chambers at the above address. The Council's decision shall be final. Bidders are welcome to attend these meetings.

SECTION 5. SCOPE OF WORK/BID

The Tribe will accept quotes from qualified individuals and firms to submit proposals for the performance of an audit of its financial accounts and records covering the fiscal year ended December 31, 2008, individually, for the purpose of rendering an auditor's opinion regarding the fairness of applicable legal provisions, in accordance with generally accepted accounting principals and auditing standards.

SAMPLE

A. General Information

The YOUR MAINE TRIBE is a Federally Recognized Indian Tribe with a Council form of government. The principal Tribal departments, all of which will be subject to this calendar year audit, include general government, health services, economic and community development, finance, public safety building, police, fire, public works, library, recreation and parks, health and welfare and a solid waste/recycling department. The total appropriation of the Tribe is approximately \$8,000,000 (NET) with a cash flow of approximately \$9,000,000, plus or minus. The Tribe has a full-time equivalent work-force of 90 employees. The most recent audit of the Tribe was performed for the fiscal year ended December 31, 2007 and may be reviewed upon request at the office of the Tribal Finance Director.

The accounting system of the Tribe is composed of a general ledger and other books of accounts maintained by the Tribal Finance Director. The accounts of the Tribe are organized on the basis of multi fund groups.

The accounts of the Tribe are maintained and reported on the modified accrual basis of accounting. The Tribe maintains much of its accounting using the Advanced Data Systems accounting financial software.

B. Audit Standards

The audit firm shall conduct the examination of the accounts and records of the Tribe in accordance with generally accepted auditing standards and procedures applicable to governmental units, as prescribed in the following documents:

1. American Institute of Certified Public Accountants, Statement on Auditing Standards and The Audit and Accounting Guide – Audits of State and Local Governmental Units. (Single Audit Act Amendments of 1996=OMB Circular No. A-133)
2. Governmental Accounting Standards Board Pronouncements
3. United States General Accounting Office (yellow handbook), Government Auditing Standards and O.M.B. Compliance Supplement for Single Audits.

C. Audit Scope

The audit firm shall be engaged to conduct an examination of the financial statements, accounts, records and procedures of all departments of the Tribe, including all various grants received.

Indicate in your proposal if you agree to meet or exceed the following auditing specifications. Explain any exceptions you have regarding them:

1. The audit shall be conducted to satisfy the requirements of OMB Circular A-133 and OMB Circular A-87.
2. In connection with the examination of the records and financial statements, the firm shall review the system of internal control, operating procedures and compliance with the budgetary and legal requirements by the Tribe. The review of the internal control must include an annual review of the related processing controls within our data processing department.
3. The firm shall review and test on a random basis the receipts and deposits in those departments that receive and deposit monies to insure receipts and deposits are being properly processed. This shall include loan repayments made to the Tribe.
4. The firm shall identify, test, and report on the nine general requirements whether or not the Tribe has any major program, as defined in OMB-133.

The general requirements are:

- Political activity
- Davis-Bacon Act
- Civil rights
- Cash management
- Relocation assistance and real property acquisition
- Federal financial reports
- Allowable cost/cost principles
- Drug-free Work Place Act
- Administrative requirements

5. The firm shall agree to review the audit program with Tribal officials prior to the start of the audit, as well as the local government's role and assistance in the audit process.

6. The partner and/or manager in charge of the audit shall be available to attend the public meetings at which the audit report may be discussed.
7. The auditing firm shall be required to prepare and submit a management letter to the Tribe in connection with the audit. The purpose of the letter shall be to make known certain recommendations of the audit firm which, if implemented, would, in the firm's opinion, increase efficiency, improve internal controls and improve financial management policies. No additional compensation shall be paid for the management letter.
8. The partner and/or manager in charge of the audit shall conduct an exit interview with the Tribal Governor and Tribal Finance at the conclusion of the audit.

D. Audit and Report Schedules

Indicate in your proposal if you agree to meet the following audit and report schedules. Explain any exceptions you may have regarding them:

1. The firm shall conduct the audits covering operations of the Tribe during the following periods:
 - a. Fiscal year ended December 31, 2008

The firm shall submit written reports containing an expression of opinion that the financial statements are fairly stated or, if a qualified or adverse opinion or disclaimer of opinion is necessary, the reasons therefore. The firm shall prepare twenty (20) typed and bound copies of the completed audit report and one (1) unbound copy for the Tribe's annual report by March 31 following the year audited. The firm shall prepare and include with the above, twenty (20) typed and bound copies of the completed audit and compliance report of all Grant Programs and one (1) unbound copy for the Tribe's annual report by June 30 following the year audited.

2. The auditor's reports and financial statements will include at a minimum, the following:
 - a. Independent Auditor's Report on General Purpose Financial Statements
 - b. Combined Balance Sheet
 - c. Combined Statement of Revenues, Expenditures and Changes in Fund Balances – All Governmental Fund Types
 - d. Statement of General Fund Revenues, Expenditures and Changes in Fund Balance – Budget and Actual
 - e. Statement of Revenues, Expenses, and Changes in Fund Balance – All Proprietary Fund Types and Similar Trust Funds

- f. Statement of Cash Flows – All Propriety Fund Types and Similar Trust Funds
- g. Notes to Financial Statements
- h. Independent Auditors’ Report on Supplemental Information
 - Combined Balance Sheet and Schedule of Revenues, Expenditures, and Changes in Fund Balances – Special Revenue Funds
 - Schedule of Changes in Fund Balances – Capital Projects
 - Combined Balance Sheet and Schedule of Revenues, Expenditures and Changes in Fund Balances – Trust Funds
 - Schedule of General Fixed Assets
- i. Additional Reports
 - Independent Auditors Report on Schedule of Expenditures of Federal Awards
 - Schedule of Expenditures of Federal Awards
 - Notes to Schedule of Expenditures of Federal Awards
 - Independent Auditors Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
 - Independent Auditors Report on Compliance with Requirements Applicable to Each Major Program and Over Compliance in Accordance with OMB Circular A-133
- j. Schedule of Findings and Questioned Costs
- k. Fraud – if applicable
- l. Management letter

E. Qualifications of the Firm

The firm must include a summary of its qualifications to perform an audit of a local government. The proposal should include at a minimum:

1. A description of your firm and its relevant prior experience
2. Describe the recent local and regional auditing experience similar to the type of audit requested and give names and telephone numbers of local government officials who were responsible for three of the audits listed
3. Name of partners and/or managers to be assigned to the engagement, and a summary of their qualifications in the field of Tribal government audits
4. A copy of your firms most recent unqualified peer/quality review report
5. Include a summary of continuing professional education for each member of the audit team and firm personnel responsible for review of the reports and

financial statements

F. Technical Approach

The firm must include a summary of its technical approach to performing a Tribal audit. The proposal should include a brief description of the audit procedures to be followed, presented in a form which will enable the Tribe to evaluate your firm's ability to identify, evaluate and communicate on local government financial problems.

In addition, a tentative schedule for performing the key phases of the audit, including the total number of hours for the engagement, should also be included in your proposal, as well as an express agreement to meet or exceed the performance specifications stated in Section B, C and D, above.

G. Evaluation Procedures

The Tribe shall evaluate the proposals on the basis of the qualifications, relevant experience and responsiveness of the bidders, as well as the estimated cost of the engagement.

H. Assistance by the Tribe

The Tribe financial and data processing staff shall render all feasible assistance to the audit firm and shall respond promptly to the requests for information, provide all necessary books and records and provide physical facilities required by the firm for the expeditious conduct of the engagement.

The Tribe will also make its records and other financial documents available prior to the end of the fiscal year.

I. Compensation

The firm shall provide an all inclusive maximum fee and the rates for partners, specialist supervisory and staff level persons and the anticipated time for each, for which the requested work in Sections B, C and D of this proposal will be done.

The audit firm shall not be reimbursed for any travel, per diem, photo copying, telephone bills, or other related expenses of the audit, unless incurred at the specific request of the Tribe. Rates for additional professional services is also requested.

Payment will be made as work progresses for preliminary work done and the balance upon completion and acceptance of the audit report upon the Tribes satisfaction. The Tribe will require an itemized bill between Federally Assisted Programs, the Tribe.

J. Working Papers

Audit work papers will be retained a minimum of three years from the date of the audit report, unless notified in writing by a cognizant agency to extend the retention period.

The work papers will also be made accessible to authorized personnel of the Tribe and upon request to the cognizant agency or its designee or the General Accounting Office, at the completion of the audit.

The audit firm shall provide the Tribe with legible copies of the journal entries and closing entries for the year audited within thirty (30) days of the completed audit.

K. Further Information

The Tribe reserves the right to accept or reject any or all proposals. Price will not be the sole determining factor in awarding the bid. Experience with other Tribal Governments and other Governmental and Nonprofit organizations will be factored when awarding the bid. The Tribe reserves the right to terminate the engagement after completion of any audit year, upon written notice to the firm by August 1. The Tribe further reserves the right to accept a proposal for the 2008 audit only.

BID FORM

Name: _____

Address: _____

Telephone: _____

The following bid is submitted in response to the request for quotes for the 2008 annual audit.

Bid amount – 2008 _____

Signature: _____

Printed or Typewritten name of above: _____

Date: _____

SAMPLE