



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1196852	SO Doc Code: CRFQ
Procurement Type: Central Contract - Fixed Amt	SO Dept: 0707
Vendor ID: <input type="text" value="000000202390"/>	SO Doc ID: RAC2300000001
Legal Name: SUTTLE & STALNAKER PLLC	Published Date: 4/4/23
Alias/DBA:	Close Date: 4/11/23
Total Bid: \$160,500.00	Close Time: 13:30
Response Date: <input type="text" value="04/10/2023"/>	Status: Closed
Response Time: <input type="text" value="15:31"/>	Solicitation Description: <input type="text" value="ANNUAL FINANCIAL AUDIT SERVICES"/>
Responded By User ID: <input type="text" value="Dflint14"/>	Total of Header Attachments: 1
First Name: <input type="text" value="Diane"/>	Total of All Attachments: 1
Last Name: <input type="text" value="Flint"/>	
Email: <input type="text" value="dflint@suttlecpas.com"/>	
Phone: <input type="text" value="304-343-4126"/>	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Annual Financial Audit				160500.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Commodity Line Comments:

Extended Description:

Enter total Bid Amount from Exhibit A Pricing Page.

Commitment to Serve

West Virginia Racing Commission



West Virginia Racing Commission

Auditing Services

Response to Request for Quotation

Suttle & Stalnaker, PLLC
The Virginia Center, Suite 100
1411 Virginia Street East
Charleston, West Virginia 25301
(304) 343-4126
(800) 788-3844

Contact Person:



Chris S. Lambert, CPA, CGMA, CCIFP, Member

April 11, 2023

TRANSMITTAL LETTER



April 11, 2023

West Virginia Racing Commission
900 Pennsylvania Avenue, Suite 533
Charleston, West Virginia 25302

We are pleased to submit our proposal to audit the basic financial statements of the West Virginia Racing Commission (the Commission). We demonstrate in the attached proposal that we exceed your mandatory qualifications, understand your Request for Proposal and audit needs, and commit to meeting all of your requirements within the specified time periods.

The team which we have assembled to serve the Commission has a long-standing relationship with the State of West Virginia which means that we know and understand the difficult issues and how to address them. Our primary team members are located in Charleston, West Virginia, providing the Commission with local access to their professional accounting firm and team members when routine technical assistance is needed. These primary team members have extensive technical knowledge of and experience with the State of West Virginia and its component units, and will be available at your request.

Our client service team's professional knowledge and understanding of West Virginia State government, along with the cost effective total client service plan we have developed distinguishes us from the competition.

You want auditors who have a solid understanding of your needs and the technology, knowledge solutions, and resources to help you meet your goals. Selecting the Suttle & Stalnaker, PLLC team to serve the Commission provides you with a number of important advantages:

➤ **Experience** - Suttle & Stalnaker, PLLC is committed to serving the Commission. To demonstrate this commitment, we have organized a team to serve you that has experience serving the State of West Virginia in prior years as follows:

- West Virginia Racing Commission
- West Virginia Offices of the Insurance Commissioner
- West Virginia Parkways Authority
- West Virginia Department of Transportation
- West Virginia Division of Corrections and Rehabilitation

The Virginia Center
1411 Virginia Street, East
Suite 100
Charleston, WV 25301

MAIN (304) 343-4126
FAX (304) 343-8008

The Rivers Office Park
200 Star Avenue | Suite 220
PO Box 149
Parkersburg, WV 26102

MAIN (304) 485-6584
FAX (304) 485-0971

Suncrest Towne Centre
453 Suncrest Towne Centre Drive
Suite 201
Morgantown, WV 26505

MAIN (304) 554-3371
FAX (304) 554-3410

suttlecpas.com
cpa@suttlecpas.com

- **Understanding significant issues** - Suttle & Stalnaker, PLLC is committed to addressing on a proactive basis the significant issues of the Commission.
- **Membership in Allinial Global** - An association of over 250 member firms dedicated to high standards of practice. The Association provides a national and international network from which the firms can draw upon for additional experience consultation and personnel.
- **Technology** - Suttle & Stalnaker, PLLC uses extensive automated techniques in their audit approach. Our approach will include a review of the information systems of the Commission including identification of the related internal controls and testing of the relevant aspects of the information systems.
- **Membership in AICPA Audit Quality Centers** - The Firm belongs to both the Governmental Audit Quality Center and the Employee Benefit Plans Audit Quality Center established by the American Institute of Certified Public Accountants. Membership in the audit quality centers requires specific rigorous policies and procedures regarding education and training, and provides the Firm with additional resources from the Centers in the form of webcasts, email blasts and technical support from the Centers' websites or telephone access to Center personnel.
- **Unmatched commitment to the State of West Virginia** - Suttle & Stalnaker, PLLC has demonstrated their commitment to the State of West Virginia being part of the State's business community for over 49 years. Awarding this contract to Suttle & Stalnaker, PLLC will benefit the taxpayers of West Virginia who, of course, support the State's economy. We are West Virginians serving West Virginia! And, as West Virginians, we are committed to serving West Virginia in the new millennium.
- **Commitment to meeting your time frames** - Suttle & Stalnaker, PLLC is committed to meeting the deadlines for the final reports. We have demonstrated our ability to meet these deadlines in the past on this audit as well as on numerous other engagements for the State of West Virginia and its component units.

We will serve the Commission in a dedicated manner and you will be a top priority client of our office. We would appreciate the opportunity to meet personally to further discuss this written proposal. We possess all of the technical and professional qualifications to serve the Commission in the most effective manner. Please feel free to contact Chris Lambert or Chris Deweese in respect to any questions you may have concerning this proposal. This proposal is a firm and irrevocable offer for ninety (90) days.

Very truly yours,



Suttle & Stalnaker, PLLC

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SECTION I – MANDATORY REQUIREMENTS
AND GENERAL INFORMATION

MANDATORY REQUIREMENTS

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Reports to be Issued

4.1.1.1 Following the completion of the audit of the financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. As discussed above, it is the intention of the Commission to issue a bound set of financial statements. The Commission expects the selected auditor to provide technical assistance in the design of the financial statement package.

4.1.1.2 Irregularities and Illegal Acts. The auditors shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware, to the Acting State Comptroller and Financial Accounting and Reporting Section of the Department of Administration under the authority of Section 5A-2-33 of the State Code.

4.1.2 Time Requirements

4.1.2.1 The auditor shall provide the Commission both a detailed audit plan and a list of all schedules to be prepared by the Commission by July 31, 2023.

CLIENT ASSISTANCE PACKAGE

We will prepare a detailed client assistance package if awarded the contract. It will include requesting copies of all significant organizing legal documents and applicable West Virginia Code sections governing the operations of the Commission. In addition, it will include requesting copies of policy and procedures manuals, as well as copies of all account reconciliations, and assistance with data requests and pulling supporting documentation for items tested.

4.1.2.2 The Final Report for Fiscal Year 2023 is due on October 15, 2023. The final report, an electronic copy and five (5) signed copies shall be delivered to the Executive Director.

COMMITMENT TO MEETING THE TIME LINES

We affirm that Suttle & Stalnaker, PLLC is committed to meeting the time lines specified in the request for quotation, provided there are no significant delays in receiving required information from the Commission or its consulting actuaries, or other circumstances beyond our control interfere. If such circumstances arise, we will promptly notify you to obtain an appropriate extension of time. The specific time frame is included in the Scope and Planning of Work section of this proposal.

WORKING WITH FARS REQUIREMENTS

We have performed numerous audits that are in accordance with the State of West Virginia Department of Administration, Financial Accounting and Reporting Section (FARS) requirements, and have a good working relationship with FARS, working closely with them to resolve issues over the years.

REPORT APPROACH

The work plan, including level of staff assignments by segment, time estimates and use of technology are included in the Scope and Planning of Work section of this proposal.

LICENSE TO PRACTICE IN WEST VIRGINIA

Suttle & Stalnaker, PLLC and all assigned key professional staff are properly licensed by the West Virginia Board of Accountancy to practice in West Virginia. All assigned key professional staff are properly licensed by the West Virginia Board of Accountancy to practice in the State of West Virginia. We are in good standing with the Unemployment Compensation Division and BrickStreet as required by law.

In addition, all assigned personnel have received adequate continuing professional education within the preceding two years to comply with AICPA and *Government Auditing Standards* (GAS). Suttle & Stalnaker, PLLC is a member in good standing with the American Institute of Certified Public Accountants (AICPA), the AICPA's Private Companies Practice Section, and the West Virginia Society of Certified Public Accountants (CPAs). All members proposed to serve on this engagement are members of the AICPA.

Suttle & Stalnaker, PLLC meets all requirements imposed by the State of West Virginia and other local laws, rules and regulations, and are registered resident vendors authorized to transact business with the State of West Virginia. All key professional staff of subcontractor firms will be properly licensed in the State of West Virginia.

QUALITY CONTROL

Suttle & Stalnaker, PLLC is a member in good standing of Allinial Global and of the PCPS: The AICPA Alliance for CPA Firms, and as such is required to provide a minimum average of 40 hours per year of continuing professional education for each professional on staff, have a complete quality control system in place which encompasses all of the quality control elements established by the AICPA, and have a peer review at least every three years.

In addition, we are members of the Public Company Accounting Oversight Board (PCAOB), the Government Audit Quality Center and the Employee Benefit Plan Audit Quality Center of the American Institute of Certified Public Accountants. CPA firms that join the Center demonstrate their commitment to audit quality by agreeing to, and meeting, specific Center membership requirements. They also show their dedication to sharing best practices, learning about emerging issues, and demonstrating their commitment to enhancing quality in their practices.

The following is a brief summary of our policies as they relate to each quality control element.

Leadership Responsibilities For Quality

It is the firm's policy to promote a culture of quality that is pervasive throughout the firm's operations through the development of its system of quality control. Firm management, principally the Director of Audit, assumes responsibility for the firm's system of quality control and designs the system (a) to emphasize the importance of performing work that complies with professional standards and regulatory and legal requirements and (b) to issue reports that are appropriate in the circumstances. In maintaining a culture of quality, the firm emphasizes the importance of ethics and integrity in every decision that personnel make, particularly at the engagement level.

Relevant Ethical Requirements

It is the firm's policy that all professional personnel be familiar with and adhere to the relevant ethical requirements of the AICPA, the State of West Virginia Board of Accountancy, the West Virginia Society of CPAs, and State of West Virginia statutes. Furthermore, it is the firm's policy that, for engagements subject to the Securities and Exchange Commission (SEC), *Government Auditing Standards*, PCAOB, and other applicable regulatory agencies, all professional personnel be familiar with and adhere to the relevant ethical requirements included in those standards and that personnel will always act in the public interest. In this regard, any transaction, event, circumstance or action that would impair independence or violate the firm's relevant ethical requirements policy on an audit, attestation, review or compilation engagement, or other service subject to the applicable standards is prohibited. Additionally, when the firm and its professional personnel encounter situations that raise potential independence threats but such situations are not specifically addressed by the independence rules of the AICPA *Code of Professional Conduct*, the situation will be evaluated by referring to the *Conceptual Framework for AICPA Independence Standards* and applying professional judgment to determine whether an independence breach has occurred. The firm will take appropriate action to eliminate those threats or mitigate them to an acceptable level by applying safeguards. If effective safeguards cannot be applied, the firm will decline to accept or withdraw from the engagement or take other corrective actions as appropriate to eliminate the breach or potential breach.

Acceptance and Continuance of Clients and Engagements

It is the firm's policy that for all compilation, review, audit, and attestation engagements, the acceptability of the client and the engagement be evaluated before the firm agrees to provide professional services and that the firm will accept only engagements that it believes can be completed with professional competence after considering the risk associated with providing professional services in the particular circumstances.

Human Resources

The success of the firm is dependent upon its professional staff. It is the firm's intent to succeed in the marketplace by having members and staff that possess the capabilities, competence, and commitment to ethical principles to assure that engagements performed by the firm are in accordance with professional standards and regulatory and legal requirements and that appropriate reports are issued. Having effective quality control policies and procedures over the human resources element of quality control will help ensure the proficiency of firm personnel. Accordingly, policies and procedures have been established to provide the firm with reasonable assurance that-

- Those hired possess the appropriate characteristics to enable them to perform competently. Professional staff must normally have an accounting degree and a grade point average of at least 3.0 on a 4.0 scale.
- Work is assigned to personnel having the degree of technical training and proficiency required in the circumstances.
- Personnel participate in general and industry-specific continuing professional education (CPE) and other professional development activities that enable them to fulfill responsibilities assigned. All professional personnel must comply with the continuing professional education requirements of the AICPA, the West Virginia State Board of Accountancy, and the U.S. General Accounting Office. Specifically, all professionals must obtain a minimum of 40 hours of continuing professional education per year. For persons involved in governmental auditing, at least 24 hours in any two-year period must be directly related to governmental accounting and auditing. Individuals who sign audit opinion and/or are assigned to public company audit engagements must meet the CPE requirements of the PCAOB and the AICPA Center for Audit Quality. All professional staff must maintain an adequate awareness and understanding of current developments in technical literature, and all professional staff must assist in the training and development of staff members under their supervision.
- Personnel selected for advancement must have the qualifications necessary for fulfillment of the responsibilities they will be called on to assume. These determinations are made based on periodic, objective evaluations of individual performances.

Engagement Performance

Engagement performance encompasses many aspects of performing an engagement, from the initial planning stages to the issuance of the report and assembly of the work papers. Additionally, it is not uncommon for the firm's engagement teams to occasionally encounter complex or contentious issues that result in the need for consultation or that create differences of opinion. The firm believes in a strong quality control system and supports frequent engagement quality control review.

Specific detailed procedures have been developed in regards to the following three components of Engagement Performance.

- Engagement performance and documentation. - Specific policies and procedures include guidance on the use of various practice aids to help ensure that all engagements are properly planned, performed, supervised, reviewed, documented and reported in accordance with professional standards.
- Engagement quality control review. - It is the firm's policy (a) to evaluate all engagements against criteria established by the firm to determine whether an engagement quality control review should be performed, and (b) to perform an engagement quality control review for all engagements that meet these criteria. Engagement quality control reviews are completed before the report is released.

- Consultation and differences of opinion. - It is the firm's policy that personnel refer to authoritative literature or other sources when appropriate. The firm also recognizes the need for a constant exchange of ideas and opinions about technical issues on all professional engagements, and it is the firm's policy that all professional personnel seek consultation, on a timely basis, within or outside the firm whenever differences of opinion occur or uncertainty exists about the answer to a technical question; the application of a professional procedure or standard; the application of a rule, regulation, or procedure of a tax or other regulatory agency; or the application of a firm policy.

Monitoring

It is the firm's policy that the quality control system be monitored on an ongoing basis to provide the firm with reasonable assurance that the policies and procedures established by the firm for each of the elements of quality control are relevant, adequate, operating effectively, and being effectively applied. Monitoring activities may include engagement quality control reviews, inspection, and post-issuance review.

The specific procedures utilized to ensure compliance with the above policies are enumerated in our formal Quality Control Document which is available for inspection upon your request.

PEER REVIEW

Our Firm's most recent peer review of our system of quality control performed by an independent CPA Firm in accordance with standards established by the American Institute of Certified Public Accountants was completed in 2020, and **we received a pass rating with no deficiencies identified**. In accordance with peer review standards, the peer review included a review of selected specific governmental engagements. A copy of that report is included in this proposal.



**Kelley Galloway
Smith Goolsby, PSC**

Certified Public Accountants and Advisors

1200 Corporate Court • P. O. Box 990 • Ashland, Kentucky 41105

• Phone (606) 329-1811 (606) 329-1171 • Fax (606) 329-8756 (606) 325-0590

• Web www.kgsgcpa.com Member of AICPA

Report on the Firm's System of Quality Control

To the Members of Suttle & Stalnaker, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Suttle and Stalnaker, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Suttle & Stalnaker, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Suttle & Stalnaker, PLLC has received a peer review rating of *pass*.

Kelley Galloway Smith Goolsby, PSC

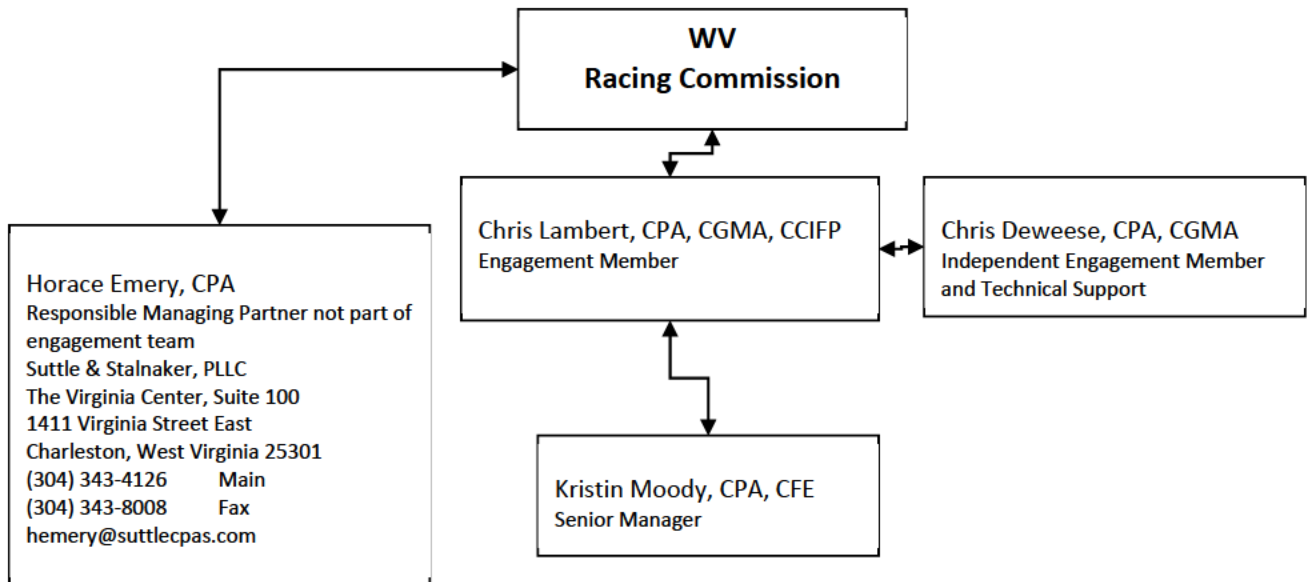
Ashland, Kentucky
December 14, 2020

PARTNER, SUPERVISORY AND AUDIT STAFF
QUALIFICATIONS AND EXPERIENCE

ENGAGEMENT TEAM

We firmly believe that the true quality of service can be linked directly to competent people dedicated to excellence. The professionals selected to serve the Commission all have extensive governmental experience and prior experience with the State of West Virginia. We will provide for an organizational structure that ensures ongoing and knowledgeable supervision by management already familiar with the Commission to ensure maximum efficiency.

The following individuals will have responsibility to ensure that our services meet your requirements. Resumes and continuing professional education records for the Engagement Member and the Independent Engagement Member are included on the following pages. Continuing professional education records will be provided for additional engagement team members upon request.



ADDITIONAL STAFF

Additional staff will be assigned as necessary. Any professional staff will have at least a college degree from an accredited four-year college and be a true employee with at least one year’s experience. Suttle & Stalnaker, PLLC continually strives to hire the best personnel available to serve our clients. As outlined in the Quality Control Section of this proposal, we are committed to this effort in order to provide our clients with the high quality service they deserve.

RESUMES AND CPE

Resumes



CHRIS LAMBERT
CPA, CGMA, CCIFP

Audit and Consulting Member

Charleston Office

EDUCATION

Chris earned his Bachelor of Business Administration in Accounting from Marshall University.

Certified Construction Financial Industry Professional (CCIFP) certification

RESPONSIBILITIES

Chris Lambert is an audit and consulting Member of Suttle & Stalnaker, PLLC with over 30 years of public accounting experience.

EXPERIENCE

Chris has extensive consulting and audit experience with construction clients. His client service experience also includes not-for-profit, pension, and governmental entities. He has experience in accounting systems, internal audit assistance, financial reporting consultation, audit preparation consulting, and internal control systems consulting.

PROFESSIONAL ACTIVITIES

Chris is a member of the American Institute of Certified Public Accountants, West Virginia Society of Certified Public Accountants (WVSCPA), the Charleston Chapter of the WVSCPA, and the Association of Government Accountants (AGA).

Chris has also been active in the community, currently serving as the President of the Big Green Scholarship Foundation, serving as the Associate Division Chairman of the Contractors Association of West Virginia, and on the Executive Committee of the Marshall University Quarterback Club. Previously serving as the President of the Susan G. Komen Foundation WV Affiliate, and Treasurer of the West Virginia Soccer Club and was a member of the Leadership West Virginia's Class of 2012.



Suttle and Stalnaker, PLLC
Continuing Professional Education Records for Chris Lambert

SPONSOR	DATE	DESCRIPTION	HOURS
2020			
Surgent CPE	02/25/2020	Construction Contractors: Accounting and Financial Reporting Issues	4
Suttle & Stalnaker, PLLC	03/30/2020	A Complete Guide to the New Yellow Book by Surgent	8
Suttle & Stalnaker, PLLC	04/09/2020	Fraud in Not-For-Profit Entities and Governments: Stealing from Everyone by Surgent	8
Suttle & Stalnaker, PLLC	04/17/2020	Examining the New Lease Accounting Standard: More Than Meets the Eye	4
Suttle & Stalnaker, PLLC	04/23/2020	Auditing Not-For-Profit Entities: Superior Skills for an Effective and Efficient Audit	8
AICPA	04/20/2020	2020 Mandatory EBPAQC Designated Audit Quality Partner Audit Planning	2
Suttle & Stalnaker, PLLC	05/04-05/2020	AICPA Employee Benefit Plans Accounting, Auditing, and Tax Update Online Conference	4
Suttle & Stalnaker, PLLC	05/04-05/2020	AICPA Employee Benefit Plans Accounting, Auditing, and Tax Update Online Conference	2
Suttle & Stalnaker, PLLC	05/08/2020	Compilations, Reviews, and Preparations: Engagement Performance and Annual Update (CRAU)	8
Suttle & Stalnaker, PLLC	05/04-05/2020	AICPA Employee Benefit Plans Accounting, Auditing, and Tax Update Online Conference	1
Suttle & Stalnaker, PLLC	06/30/2020	2020 OMB Compliance Supplement and Single Audit Update	2
Suttle & Stalnaker, PLLC	07/29/2020	Effects of PPP Loan Forgiveness on A&E Overhead Rates	1
Suttle & Stalnaker, PLLC	08/6/2020	Seed Session - Pursue Opportunities to Refer Others	2
Huntington National Bank	08/25/2020	Planning Strategies for a New Decade	2
Suttle & Stalnaker, PLLC	08/12/2020	Ethics and Liability: Staying on the Side of the Angels	2
Suttle & Stalnaker, PLLC	11/9-11/2020	Employee Benefit Plans Conference 2020	12
Suttle & Stalnaker, PLLC	12/14/2020	The New Auditor's Reports: SAS134 and the Accompanying Guidance SAS135-SAS140	1
Suttle & Stalnaker, PLLC	12/7-9/2020	AICPA Construction & Real Estate Conference Webinar	19.5
Suttle & Stalnaker, PLLC	12/10/2020	S&S 2020 Tax Update Day #1	8
Phoenix Beach	12/11/2020	Federal Tax Update - Individual & Business Current Developments	8
			106.5
2021			
Suttle & Stalnaker, PLLC	01/06/2021	AG: Consolidations Including VIEs	1
Suttle & Stalnaker, PLLC	01/28/2021	AICPA: Single Audit Lightning Round	2
AICPA	01/22/2021	EBPAQC Designated Audit Quality Partner Audit Planning - 2021	2
Suttle & Stalnaker, PLLC	05/20/2021	Financial Reporting Implications of the COVID-19 Pandemic	3
Suttle & Stalnaker, PLLC	05/20/2021	2021 State and Local Government Audit Planning Considerations	2.5
Suttle & Stalnaker, PLLC	05/24/2021	Statement of Cash Flows Preparation, Presentation, and The Most Critical Challenges in Governmental Accounting Today	4.5
Suttle & Stalnaker, PLLC	06/18/2021		3
Suttle & Stalnaker, PLLC	06/10/2021	Checkpoint Technical Accounting - New Edge Technology	1
Suttle & Stalnaker, PLLC	06/14/2021	Annual Accounting & Auditing Update	8
Suttle & Stalnaker, PLLC	07/07/2021	Performing Single Audits Under the UG for Federal	6
Suttle & Stalnaker, PLLC	08/02/2021	Leases - Mastering the new FASB Requirements	6.5
Suttle & Stalnaker, PLLC	08/04/2021	Accounting Ethics: A Risk Management Perspective by CAMICO	2
Suttle & Stalnaker, PLLC	08/25/2021	Accounting for Digital Assets Under GAAP - Part II	1.5
The Garvs, LLC dba The Tax U	12/09/2021	Federal Tax Update - Individual & Business Current Developments	8
Suttle & Stalnaker, PLLC	12/06-08/2021	AICPA Construction Conference	7
Suttle & Stalnaker, PLLC	12/06-08/2021	AICPA Construction Conference	4
Suttle & Stalnaker, PLLC	12/06-08/2021	AICPA Construction Conference	3
Suttle & Stalnaker, PLLC	12/06-08/2021	AICPA Construction Conference	4
Suttle & Stalnaker, PLLC	12/10/2021	S&S Tax Update Day 2	8
			77

Suttle and Stalnaker, PLLC
Continuing Professional Education Records for Chris Lambert (continued)

SPONSOR	DATE	DESCRIPTION	HOURS
2022			
AICPA	01/19/2022	2022 EBPAQC Designated Audit Quality Partner	2
State of WV - FARS	06/08/2022	FARS Closing Books Training	2
Suttle & Stalnaker, PLLC	08/26/2022	Advanced Audits of 401k Plans: Best Practices and Current Developments	8
Suttle & Stalnaker, PLLC	11/29/2022	S&S Tax Update Day 1	7.5
Suttle & Stalnaker, PLLC	11/30/2022	S&S Tax Update Day 2 - Federal Tax Update - Individual & Business Current Developments	8
Suttle & Stalnaker, PLLC	11/23/2022	Quarterly Yellow Book Update Q4 2022 from Checkpoint	1
Suttle & Stalnaker, PLLC	11/10/2022	2022 A&A Update	8
Suttle & Stalnaker, PLLC	12/22/2022	What Federal Agencies Are Finding in Single Audit QCRs Presented by AICPA	2.5
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	10
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	4.5
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	6
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	4.5
Suttle & Stalnaker, PLLC	12/20/2022	Preparing for Your Governmental Audit Presented by Checkpoint - Lee Ann Watters, CPA, CGFM, CFE	2
Suttle & Stalnaker, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	3
Suttle & Stalnaker, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	0.5
Suttle & Stalnaker, PLLC	12/22/2022	Hot Topics in Auditing Pandemic Funding Presented by AICPA	2
			71.5
			Grand Total 255

Resumes



ENGAGEMENT MEMBER

CHRIS DEWEESE
CPA, CGMA

Audit and Consulting
Member

Charleston Office

EDUCATION

Chris graduated with a Bachelor's degree with a major in accounting from the University of Charleston.

He is a certified public accountant having received certificate number [REDACTED] from the State of West Virginia. He has also achieved the designation of Chartered Global Management Accountant.

RESPONSIBILITIES

Chris Deweese is a member of Suttle & Stalnaker, PLLC. Chris will serve as the Independent Review Member. Chris is an audit and consulting Member and will be available to provide technical assistance as requested by Management. He has served as engagement member for the audits of many for-profit, non-profit and government entities.

EXPERIENCE

Chris has over 20 years of public accounting experience. Significant experience in accounting systems, internal audit assistance, financial reporting consultation, audit preparation consulting, internal control systems, and operational improvement reviews, including SOX consulting and compliance. Chris has extensive consulting and audit experience with clients in various industries.

PROFESSIONAL ACTIVITIES

Chris is a member of the American Institute of Certified Public Accountants, a member of the West Virginia Society of Certified Public Accountants (WVSCPA), President of the WVSCPA Executive Committee, and is the Past-President of the Board of Directors of the Charleston Chapter of the WVSCPA, past chair of the Accounting and Audit subcommittee of the WVSCPA, and past service on the West Virginia Accounting Procedures Committee. Chris also serves on several non-profit boards in the area.

Chris was the 2004 recipient of the WVSCPA Young CPA of the Year Award.



Suttle and Stalnaker, PLLC, Continuing Professional Education Record

Chris Deweese

SPONSOR	DATE	DESCRIPTION	HOURS
2020			
WV Society of CPAs	01/17/2020	Cabinet Meeting	4
Suttle & Stalnaker, PLLC	01/15/2020	Seed Session - Understand the Importance of Business Development	2
WV Society of CPAs	01/27/2020	Legislative Seminar and Reception	4
Suttle & Stalnaker, PLLC	03/30/2020	A Complete Guide to the New Yellow Book by Surgent	8
Suttle & Stalnaker, PLLC	04/09/2020	Fraud in Not-For-Profit Entities and Governments: Stealing from Everyone by Surgent	8
Suttle & Stalnaker, PLLC	04/17/2020	Construction Contractors: Accounting & Financial Reporting Issues	3.5
Suttle & Stalnaker, PLLC	04/17/2020	Examining the New Lease Accounting Standard: More Than Meets the Eye	4
AICPA	05/05/2020	2020 GAQC Annual Update Webcast	2
WV Higher Education Policy Commission	06/04/2020	Spring 2020 Higher Education CFO Conference	3
Suttle & Stalnaker, PLLC	06/30/2020	2020 OMB Compliance Supplement and Single Audit Update	2
WV Society of CPAs	06/18/2020	Accounting & Auditing Update	4
WV Society of CPAs	06/17/2020	Tax Incentives: Issues & Opport. In the Mountain State	3
WV Society of CPAs	06/17/2020	Annual Membership Meeting	1
WV Society of CPAs	06/19/2020	Federal Tax Update	4
WVDE - Office of School Finance	07/14/2020	We're All In This Together Summer Conference Tuesday Afternoon Session	1
Suttle & Stalnaker, PLLC	08/12/2020	Ethics and Liability: Staying on the Side of the Angels	2
AICPA	10/21/2020	2020 AICPA Fall Meeting of Council	1.5
AICPA	10/21/2020	2020 AICPA Fall Meeting of Council	1
WV Society of CPAs	11/3/2020	Chapter President's Meeting Virtual Charleston/Northern Panhandle	1
			59
2021			
Suttle & Stalnaker, PLLC	01/06/2021	AG: Consolidations Including VIEs	1
Suttle & Stalnaker, PLLC	01/28/2021	AICPA: Single Audit Lightning Round	1
WV Society of CPAs	01/15/2021	Cabinet Meeting - Virtual	1
WV Society of CPAs	01/27/2021	Legislative Seminar (Virtual)	3
AICPA	05/04/2021	2021 Annual Required GAQC Webcast	2
Florida Institute of CPAs	05/19/2021	Ethics: Protecting the Integrity of Florida CPAs	4
Suttle & Stalnaker, PLLC	05/11/2021	Quarterly Yellow Book Update: Q2 2021	2
Suttle & Stalnaker, PLLC	05/11/2021	Reference Rate Reform (ASC 848)	1
Suttle & Stalnaker, PLLC	05/24/2021	Statement of Cash Flows Preparation, Presentation, and	4.5
WV Society of CPAs	05/07/2021	Committee Day Held Virtually via Zoom General Session	2
WV Society of CPAs	06/16-19/2021	Annual Meeting	4
WV Society of CPAs	06/16-19/2021	Annual Meeting	0.5
State of WV - Dept. of Admin - FARS	06/01/2021	FARS Closing Books Training	2
Suttle & Stalnaker, PLLC	06/14/2021	Annual Accounting & Auditing Update	8
Suttle & Stalnaker, PLLC	06/10/2021	Checkpoint Technical Accounting - New Edge Technology	1
Suttle & Stalnaker, PLLC	07/07/2021	Performing Single Audits Under the UG for Federal	7
Suttle & Stalnaker, PLLC	07/12/2021	Internal Control Considerations for the New Remote Employee Work Environment in Governments	2
Suttle & Stalnaker, PLLC	08/24/2021	Accounting for Digital Assets Under GAAP	1.5
Suttle & Stalnaker, PLLC	08/02/2021	Leases - Mastering the new FASB Requirements	8
			55.5
2022			
AICPA	05/03/2022	2022 Annual Required GAQC Webcast	2
WV Society of CPAs	06/15-18/2022	Annual Meeting	4
WV Society of CPAs	06/15-18/2022	Annual Meeting	4.5
Suttle & Stalnaker, PLLC	06/13/2022	Single Audit Update	3
WV Society of CPAs	06/15-18/2022	Annual Meeting	6
WV Society of CPAs	08/31-09/02/2022	2022 WV Chamber of Commerce Annual Meeting & Business Summit	8.5
Suttle & Stalnaker, PLLC	11/10/2022	2022 A&A Update	8
Suttle & Stalnaker, PLLC	11/23/2022	Quarterly Yellow Book Update Q4 2022 from Checkpoint	1

Suttle and Stalnaker, PLLC
Continuing Professional Education Records for Chris Deweese (continued)

SPONSOR	DATE	DESCRIPTION	HOURS
Suttle & Stalnaker, PLLC	11/30/2022	Finding Your Way Through the GASB Codification Presented by Checkpoint - Troy Manning, CPA	2
Suttle & Stalnaker, PLLC	12/22/2022	What Federal Agencies Are Finding in Single Audit QCRs Presented by AICPA	2.5
CAMICO	12/14/2022	Loss Prevention In-Firm Presentation Ethics: A Risk Management Perspective	2
Suttle & Stalnaker, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	3
Suttle & Stalnaker, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	0.5
Suttle & Stalnaker, PLLC	12/22/2022	Hot Topics in Auditing Pandemic Funding Presented by AICPA	1.75
Grand Total			48.75 163.25

Resumes



KRISTIN MOODY
CPA, CFE

Senior Manager
Charleston Office

EDUCATION

Kristin received her Bachelor of Science Degree in Business Administration, with a concentration in Accounting and graduated magna cum laude as a University Honors Scholar from West Virginia University.

She is a Certified Public Accountant (CPA) and Certified Fraud Examiner (CFE).

RESPONSIBILITIES

Kristin Moody is an audit and consulting Senior Manager at Suttle & Stalnaker, PLLC and has over 10 years of experience in public accounting.

EXPERIENCE

Kristin has significant experience in performing audits in accordance with Government Auditing Standards and the requirements of the Uniform Guidance, as well as audits of for-profit organizations in various industries. Additionally, she is experienced in financial reporting consultation and audit preparation consultation.

PROFESSIONAL ACTIVITIES

Kristin is a member of the American Institute of Certified Public Accountants, the West Virginia Society of Certified Public Accountants, the Charleston Chapter of the West Virginia Society of Certified Public Accountants, and the Association of Certified Fraud Examiners. She is active in the Audit and Accounting and Awards Committees of the West Virginia Society of Certified Public Accountants.

She is a sustaining member of the Junior League of Charleston and a member of the Leadership Kanawha Valley Class of 2016.



Suttle and Stalnakar, PLLC
Continuing Professional Education Records for Kristin Moody

SPONSOR	DATE	DESCRIPTION	HOURS
2020			
WV Society of CPAs	01/17/2020	Cabinet Meeting	4
Suttle & Stalnakar, PLLC	02/14/2020	Seed Session - Pursue Shadowing Opportunities	2
Suttle & Stalnakar, PLLC	03/30/2020	A Complete Guide to the New Yellow Book by Surgent	8
CPA Academy	03/20/2020	Demystifying Fraud Risk Identification for Financial Statement Audits	1
CPA Academy	03/23/2020	Use of Fraud data analytics to uncover fraud schemes in core business systems	1
Suttle & Stalnakar, PLLC	04/09/2020	Fraud in Not-For-Profit Entities and Governments: Stealing from Everyone by Surgent	8
Suttle & Stalnakar, PLLC	04/17/2020	Construction Contractors: Accounting & Financial Reporting Issues	4
Suttle & Stalnakar, PLLC	04/17/2020	Examining the New Lease Accounting Standard: More Than Meets the Eye	4
Suttle & Stalnakar, PLLC	04/23/2020	Auditing Not-For-Profit Entities: Superior Skills for an Effective and Efficient Audit	8
Suttle & Stalnakar, PLLC	05/01/2020	Accounting and Financial Reporting Considerations Related to COVID-19	2
Suttle & Stalnakar, PLLC	05/08/2020	Compilations, Reviews, and Preparations: Engagement Performance and Annual Update (CRAU)	8
Suttle & Stalnakar, PLLC	05/01/2020	CARES Act for Small Businesses	1
Suttle & Stalnakar, PLLC	05/01/2020	5 Strategies for Successful Remote Work	1
Suttle & Stalnakar, PLLC	05/01/2020	Working at Home Without Going Stir Crazy	1
WV Higher Education Policy Commission	06/04/2020	Spring 2020 Higher Education CFO Conference	3
Suttle & Stalnakar, PLLC	07/9/2020	Seed Session - Commit to Networking	2
Allinial Global	08/26-27/2020	AG - LP3 #1 ('20-'21 Mid-Atlantic) Virtual	16
Suttle & Stalnakar, PLLC	08/6/2020	Seed Session - Pursue Opportunities to Refer Others	2
Suttle & Stalnakar, PLLC	08/12/2020	Ethics and Liability: Staying on the Side of the Angels	2
Suttle & Stalnakar, PLLC	10/22/2020	Seed Session - Prepare Properly for Meetings	2
Suttle & Stalnakar, PLLC	11/12/2020	Seed Session - Develop a Personal Business Development Plan	2
Suttle & Stalnakar, PLLC	12/14/2020	The New Auditor's Reports: SAS134 and the Accompanying Guidance SAS135-SAS140	1
Suttle & Stalnakar, PLLC	12/7-9/2020	AICPA Construction & Real Estate Conference Webinar	3
Allinial Global	12/7/2020	AG-LP3 #2 ('20-'21 Mid-Atlantic Consortium): Leading Through Managing - Virtual	14
Suttle & Stalnakar, PLLC	12/17/2020	Seed Session - Avoiding the Common Business Development Mistakes	2
			102
2021			
Suttle & Stalnakar, PLLC	01/28/2021	AICPA: Single Audit Lightning Round	2
CPA Academy	1/28/2021	Accounting Fraud & Embezzlement Ethics Case Studies from the Trenches	2
Allinial Global	01/07/2021	AG-LP3 #2 Make-up Session (20-21 Mid-Atlantic Consortium): Leading Through Managing	3.5
Suttle & Stalnakar, PLLC	01/06/2021	AG: Consolidations Including VIEs	1
Suttle & Stalnakar, PLLC	05/11/2021	Quarterly Yellow Book Update: Q2 2021	2
Suttle & Stalnakar, PLLC	05/11/2021	Reference Rate Reform (ASC 848)	1
Allinial Global	05/17-18/2021	AG-LP3 #3 (20-'21' Mid-Atlantic Consortium): Leading Through Managing	14.5
Suttle & Stalnakar, PLLC	05/20/2021	Financial Reporting Implications of the COVID-19 Pandemic	3
Suttle & Stalnakar, PLLC	05/20/2021	2021 State and Local Government Audit Planning Considerations	2.5
Suttle & Stalnakar, PLLC	05/24/2021	Statement of Cash Flows Preparation, Presentation, and	4.5
WV Society of CPAs	05/07/2021	Committee Day Held Virtually via Zoom General Session	2
Suttle & Stalnakar, PLLC	05/10/2021	Preparation, Compilation, and Review Engagements: Update and Review	4
WV Higher Education Policy Commission	06/08/2021	Chief Financial Officers Conference	3
State of WV - Dept. of Admin - FARS	06/01/2021	FARS Closing Books Training	2

Suttle and Stalnaker, PLLC
Continuing Professional Education Records for Kristin Moody (continued)

SPONSOR	DATE	DESCRIPTION	HOURS
Suttle & Stalnaker, PLLC	06/14/2021	Annual Accounting & Auditing Update	8
Suttle & Stalnaker, PLLC	06/10/2021	Checkpoint Technical Accounting - New Edge Technology	1
ACFE	07/08/2021	Construction Fraud	2
Suttle & Stalnaker, PLLC	07/07/2021	Performing Single Audits Under the UG for Federal	8
Suttle & Stalnaker, PLLC	07/12/2021	Internal Control Considerations for the New Remote Employee Work Environment in Governments	2
Allinial Global	08/23-24/2021	AG-LP3 #4 (20-21 Mid-Atlantic Consortium: Leading Through Managing	16
Suttle & Stalnaker, PLLC	08/04/2021	Accounting Ethics: A Risk Management Perspective by CAMICO	2
Suttle & Stalnaker, PLLC	08/02/2021	Leases - Mastering the new FASB Requirements	8
CPA Academy	10/21/2021	Being Ethical in a Corrupt Environment	1
Association of Certified Fraud Examiners	10/27/2021	Fraud in Higher Education	2
Association of Certified Fraud Examiners	10/26/2021	Fraud Related Interviewing	2
Suttle & Stalnaker, PLLC	12/06-08/2021	AICPA Construction Conference	2
			101
2022			
WV Society of CPAs	01/21/2022	Cabinet Meeting - Virtual	1
Suttle & Stalnaker, PLLC	02/01/2022	Accounting and Auditing Considerations GASB's Lease Standard: Are You Ready? By AICPA	2
Suttle & Stalnaker, PLLC	06/13/2022	Single Audit Update	3
AGA Charleston Chapter	07/19/2022	Fraud in State Purchasing	1
Association of Certified Fraud Examiners	10/31/2022	Corporate Con	12
Association of Certified Fraud Examiners	10/21/2022	Working with Attorneys in Fraud Examinations	3
Suttle & Stalnaker, PLLC	11/10/2022	2022 A&A Update	8
Suttle & Stalnaker, PLLC	11/23/2022	Quarterly Yellow Book Update Q4 2022 from Checkpoint	1
Suttle & Stalnaker, PLLC	11/30/2022	Finding Your Way Through the GASB Codification Presented by Checkpoint - Troy Manning, CPA	2
Suttle & Stalnaker, PLLC	12/22/2022	What Federal Agencies Are Finding in Single Audit QCRs Presented by AICPA	2.5
CAMICO	12/14/2022	Loss Prevention In-Firm Presentation Ethics: A Risk Management Perspective	2
Suttle & Stalnaker, PLLC	12/12/2022	2022 Compliance Supplement Presented by Checkpoint - Troy Manning, CPA	2
Suttle & Stalnaker, PLLC	12/22/2022	Hot Topics in Auditing Pandemic Funding Presented by AICPA	2
			41.5
			Grand Total 244.5

SECTION II - SCOPE AND PLANNING OF WORK

SCOPE AND PLANNING OF WORK

Our Understanding of Your Service Requirements

We understand that the West Virginia Racing Commission (the Commission) is soliciting the services of qualified firms of certified public accountants to perform the annual audit of the Commission for the year ending June 30, 2023. The initial contract will be for one year with the option of three (3) one-year renewals. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards (GAS)*, and other applicable laws and regulations.

We will determine whether the combined financial statements which will include all programs administered by the Commission are presented fairly in all material respects in conformity with accounting principles generally accepted in the United States of America. In addition, we will determine whether the other financial information, including that required by the Financial Accounting and Reporting Section of the West Virginia Department of Administration, is presented fairly in all material respects in relation to the financial statements taken as a whole. The Commission's financial statements will also include unaudited supplemental information for purposes of complying with GASB. We will apply certain limited procedures to the unaudited supplementary information, principally inquiries of management regarding the methods of measurement and presentation of such information. However, we will not audit or render an opinion on such information.

We understand that all financial reports must comply with the parameters established by the State of West Virginia's Department of Administration, Financial Accounting and Reporting Section (FARS). We will respond to reasonable requests for information and attend meetings held by FARS regarding their requirements for report format, deadlines, etc.

We will issue a report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with GAS. In planning and performing our audit, we will consider the Commission's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting will not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. However, we will report to you any matters noted involving the internal control over financial reporting and its operation that we consider to be material weaknesses.

In addition, we will perform tests of compliance with certain provisions of laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on the Commission's financial statements. However, providing an opinion on compliance with those provisions will not be an objective of our audit and, accordingly, we will not express such an opinion. We will report to you any instances of noncompliance that are required to be reported under GAS.

Written reports will be submitted initially in draft form so that any necessary changes may be discussed and agreed upon before final acceptance.

Reporting

The services required by this RFP will include reporting on:

1. Whether the basic financial statements of the Commission as of June 30, 2023, and for the year then ended, present fairly the financial position and results of financial operations in conformity with accounting principles generally accepted in the United States of America and whether the other financial information, including that required by the Financial Accounting and Reporting Section of the West Virginia Department of Administration, is presented fairly in all material respects in relation to the financial statements taken as a whole.
2. Our report will also indicate that our procedures applied to the required unaudited supplemental information included with the basic financial statements, including management's discussion and analysis, schedule of funding progress and schedules of contributions from the employers and other contributors consisted of applying certain limited procedures, principally inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we will not audit the information or express an opinion in it.
3. Internal control over financial reporting based on an audit of the Commission's financial statements performed in accordance with GAS, and on compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect upon the Commission's financial statements in accordance with GAS.
4. Any material weaknesses or significant deficiencies in internal control noted during our consideration of internal control to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on internal control. In addition, our management letter may include other suggestions for improving procedures and/or controls.
5. Any instances of material fraud or illegal acts.
6. We will give a written report of all irregularities and illegal acts of which the Firm becomes aware to the following:
 - Audit Committee or its equivalent
 - Management of the Commission

In addition, we will inform the Audit Committee or its equivalent, and management of the Commission in writing of each of the following, as applicable:

- The auditor's responsibility under auditing standards generally accepted in the United States of America;
- Significant accounting policies;
- Significant disclosures not made;
- Management judgments, accounting estimates, and projections;
- Significant audit adjustments and significant revisions of past and current estimates and projections;
- Significant unrecorded audit differences;
- Other information in documents containing audited financial statements and/or estimates and projections;

- Our independence within the meaning of professional standards;
- Disagreements with management;
- Management consultation with other accountants and actuaries;
- Major issues discussed with management prior to retention;
- Difficulties encountered in performing the audit; and,
- Irregularities and illegal acts.

We will also communicate **immediately** any issues arising during the course of the audit that could delay the issuance of the report or have an adverse impact on the audit opinion to the Management of the Commission. Subsequently, we will follow up with a written summary of the issue within 24 hours.

Management Communication

Because the Commission is still an integral part of the financial statements of the CAFR of the State of West Virginia, we are prepared to provide special assistance to the State's auditors, and the Financial Accounting and Reporting Section of the West Virginia Department of Administration if needed.

We will perform an audit of the Commission's financial statements as of and for the year ended June 30, 2023. We understand that the financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement, may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

An audit of financial statements also includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to you and to management any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the audit committee or its equivalent any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements, (b) illegal acts that come to our attention (unless they are clearly inconsequential), (c) disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

Management is responsible for the financial statements, including adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The audit committee is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

The Commission hereby indemnifies Suttle & Stalnaker, PLLC and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Commission's management, regardless of whether such person was acting in the Commission's interest. This indemnification will survive termination of this letter.

If circumstances arise relating to the condition of the Commission's records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including communication with and review of the audit documentation of your previous auditors (accountants). We will notify you promptly if we become aware of anything during our acceptance procedures or the communication or review that results in our not being able to continue this engagement.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

During the course of our engagement, we may accumulate records containing data which should be reflected in the Commission's books and records. The Commission will determine that all such data, if necessary, will be so reflected. Accordingly, the Commission will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Board personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Our professional standards require that we perform certain additional procedures, on current and previous years engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the Commission agrees it will compensate Suttle & Stalnaker, PLLC for any additional costs incurred as a result of the Commission's employment of a partner or professional employee of Suttle & Stalnaker, PLLC.

In the event we are requested or authorized by the Commission or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Commission, the Commission will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Professional standards and our firm policies require that we perform certain additional procedures whenever our reports are included, or we are named as accountants, auditors, or "experts" in a document used in a public or private offering of equity or debt securities. Accordingly, the Commission agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the Commission also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Commission seeks such consent, we will be under no obligation to grant such consent or approval.

Any claim arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of West Virginia. It is agreed by the Commission and Suttle & Stalnaker, PLLC or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the Commission shall be asserted more than two years after the date of the last audit report issued by Suttle & Stalnaker, PLLC.

Audit Workpapers

The workpapers for this engagement are the property of Suttle & Stalnaker, PLLC and constitute confidential information. However, we may be requested to make certain workpapers available to other agencies pursuant to authority given to them by law or regulation. If requested, access to such workpapers will be provided under the supervision of Suttle & Stalnaker, PLLC personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to such agencies, which may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

All working papers and reports will be retained, for a minimum of five (5) years, unless the firm is notified in writing by the Commission of the need to extend the retention period. We will make working papers available, upon reasonable request, under the supervision of Suttle & Stalnaker, PLLC personnel.

SPECIFIC WORKPLAN

Overview of Approach, Including Hours by Segment

Our approach to the audit of the Commission's financial statements is driven by the overriding consideration of public concern and perception regarding the integrity of operations. Therefore, our approach will place a greater emphasis on review and evaluation of internal controls. These considerations are further explained in the following overview of our approach.

Our audit approach consists of the following segments:

- Planning
- Consideration of the internal control structure, including complying with new risk assessment standards
- Development of the audit plan
- Testing
- Overall Conclusions and Reporting

The following is a summary of estimated hours by segment.

	<u>Member</u>	Senior <u>Manager</u>	<u>Senior</u>	<u>Staff</u>	<u>Total</u>
Planning	3	11	14	14	42
Internal Control, including risk assessments	2	5	7	6	20
Testing	3	10	30	40	83
Conclusions/Reporting	8	10	10	15	43
Exit Conference	4	4	4	-	12
	<hr/>				
Total	20	40	65	75	200
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Planning

During the planning phase of the engagement, we will perform the following activities:

- Document our understanding of the Commission’s operating environment. This understanding will address both internal and external factors which significantly affect the Commission, and will include a review of such things as:
 - West Virginia State Code (the Code)
 - New/proposed legislation specific to the current issues
 - Organizational structure of the Commission, if any
 - Long range plans of the Commission
 - Policy and procedure documents/manuals for significant operational areas
 - Internal financial reports
 - Significant contractual agreements
- Consideration of Fraud - SAS 99 - In accordance with SAS 99, Consideration of Fraud in a Financial Statement Audit, we will meet with members of the Commission, and management to gain an awareness of fraud. We will hold a brainstorming session with all team members and will assess fraud risk in accordance with the SAS 99. This assessment will help with the development of our tests, including identification of those employees to be interviewed and any special tests to be performed.
- Risk Assessment – SAS 104-111 – Several Statements collectively referred to as the “Risk Assessment” standards, effective for periods beginning on or after December 15, 2006. The primary objective of these Statements is to enhance auditor’s application of the audit risk model in practice by specifying, among other things: more in-depth understanding of the entity and its environment, including its internal control, to identify the risks of material misstatement in the financial statements and what the entity is doing to mitigate them; more rigorous assessment of the risk of material misstatement of the financial statements based on that understanding; improved linkage between the assessed risks and the nature, timing, and extent of audit procedures performed in response to those risks.
- Preliminary Analytical Review - Preliminary analytical review is utilized to increase our understanding of the Commission’s operations and to help focus the audit effort on those areas which are most significant or critical to the fair presentation of the financial statements. Specific analytical procedures will include year to year comparisons, ratio analysis, and trend analysis.
- Approach to laws, regulations, contracts, and grants - Identifying and ensuring that the Commission complies with laws and regulations is the responsibility of management. Our procedures will include appropriate inquiries of management to identify laws and regulations noncompliance with which could have a direct and material effect on financial statement amounts. We will also review relevant portions of the West Virginia Constitution, the West Virginia Code, and relevant regulations. We will test the provisions of those laws, regulations, grants and awards for noncompliance which could have a direct and material effect on financial statement amounts.

- Meeting with Audit Committee/Commission - A critical component to the audit will be open communication with the Commission or Audit Committee. We will meet early in the planning stages to discuss audit risk issues, concerns and our audit plan. Follow-up meetings will be held as necessary.
- Coordination with Commission Personnel - During the planning phase we will meet with Board personnel to coordinate our planned activities and procedures with your needs and requirements. Preliminary timing of the various phases of the audit will be agreed upon. Any issues that arise during the course of the audit that could cause delays in the issuance of the report or have an adverse impact on the audit opinion will be immediately communicated to the Management of the Commission, and the Chief Financial Officer of the Commission. The planned time table for the audit follows. **We are committed to meeting this timetable provided there are no significant delays in receiving required information from the Commission, or other circumstances beyond our control interfere.** If such circumstances arise, we will promptly notify you to obtain an appropriate extension of time.

Deliverables/Event	Time Period
Entrance Conference (Planning Event)	Within 2 weeks of award
Any interim work must be completed	July 31, 2023
Field work to begin	August 15, 2023
Draft of the Commission reports and financial statements for review	September 15, 2023
Final signed report for the Commission submitted to the Commission and to the Financial Accounting and Reporting Section of the Department of Administration	October 15, 2023
Presentation to the Commission Board	November or December 2023 Board Meeting

- Continuous Planning - We believe that planning is an ongoing process throughout the course of the audit. As the audit progresses, time estimates and decisions regarding critical areas and audit emphasis will be adjusted based on the results of procedures as they are performed. This process generally entails frequent communication among the staff, in-charge, manager, and member during the course of the engagement, thus assuring an effectively managed engagement.

Consideration of Internal Control

The consideration of the internal control structure will consist of gaining an understanding of the control environment, evaluating the risk assessments made by management, understanding the information and communication systems (including the financial reporting systems), monitoring activities performed, and control activities, including internal controls over computer processing.

- Understanding the Control Environment - Our review of the control environment will encompass the organizational structure; management's philosophy and operating style, particularly regarding their approach to security and internal controls; policies and procedures adopted by the Commission; and management and employee consciousness of and attitude toward internal controls.

The control environment sets the tone of an organization and influences the control consciousness of its people. The control environment is the foundation for all other components of internal control and provides structure and discipline. The control environment of an organization includes the following factors:

- Integrity and ethical values.
 - Commitment to competence.
 - Attention and direction provided by the governing body or audit committee.
 - Management's philosophy and operating style.
 - Organizational structure.
 - Manner of assigning authority and responsibility.
 - Human resource policies and procedures.
- Evaluating Risk Assessment - Risk assessment for financial reporting purposes refers to the client's identification, analysis, and management of risks relevant to the preparation of financial statements that are fairly presented in conformity with accounting principles generally accepted in the United States of America. More simply, it can be described as identifying types of potential misstatements and designing control activities to prevent or promptly detect those misstatements. An entity's risk assessment, on the other hand, is the process of identifying, analyzing, and managing risks that affect the entity's objectives.

A key step in the risk assessment process is identifying changed conditions and taking necessary actions. This involves identifying and communicating both external and internal events or activities that may affect the organization's financial reporting objectives and analyzing the associated risks. Risks relevant to the financial reporting process may arise due to the following:

- Changes in the organization's operating environment.
 - New personnel.
 - New or revised information systems.
 - Rapid growth within the organization.
 - New technology.
 - New lines, products, or activities.
 - Restructuring within the organization.
 - New accounting pronouncements.
- Understanding of Information and Communication Systems - The information system relevant to financial reporting (the "financial reporting system") consists of methods established to identify, assemble, analyze, classify, record, and report transactions and conditions, and to maintain accountability for the organization's assets, liabilities, and equity. In addition, information systems generate information necessary to carry out many control activities. An information system may be computerized, manual, or a combination of the two, depending on the size and complexity of the entity.

Our review of the financial reporting system will include the Commission's methods and procedures to:

- Identify and record all valid transactions.
- Provide, on a timely basis, sufficient detailed information about transactions to permit proper classification for financial reporting.
- Allow transactions to be recorded at their proper monetary value in the financial statements.
- Provide sufficient information to permit recording of transactions in the proper accounting period.

- Properly present the transactions and related disclosures in the financial statements.

Communication relates to providing a clear understanding of internal control over financial reporting, how it works, and the responsibilities of individuals within the entity related to internal control. We will review the effectiveness of the Commission's communication tools including policy manuals, memorandums, oral communications, etc.

Communication also relates to the flow of information upstream in an entity. For control activities to be effective, individuals must be able to report exceptions to the appropriate levels of management. For upstream communication to occur, there must be open channels of communication and a willingness by management to deal with problems as they occur. We will also review the effectiveness of the Commission's upstream communications.

- Understanding of Monitoring - Because of changes among personnel and changes within an organization, it is essential that internal controls be monitored over time to determine whether they continue to be relevant and able to address new risks of the organization. Monitoring is a process that assesses the quality of an organization's internal control over time and involves assessing the design and operation of controls on a timely basis and taking corrective actions as necessary. We will evaluate both the ongoing and periodic evaluations performed by staff, including any internal audit activities.
- Understanding of Control Activities - Control activities are the policies and procedures established to help ensure that management directives are carried out. Control activities may occur at all levels, and in all functions, of an entity. Control activities cover a range of activities and may include the following:
 - *Performance reviews*, such as comparison of actual results to budgets, forecasts, and prior period of performance.
 - *Information processing controls*, such as controls to check the accuracy, completeness, and authorization of individual transactions. Information processing controls include automated as well as manual controls.
 - *Physical controls*, such as physical security of assets, including adequate safeguards over access to assets and records, authorization for access to computer programs and data files, and periodic counting and comparison with amounts recorded in the accounting records.
 - *Segregation of duties*, such as assigning the responsibility for authorizing transactions, recording transactions, and maintaining custody of assets to different people within the organization.

Control activities usually involve two elements: (a) a policy that establishes what should be done and (b) the procedure that implements the policy. Policies may be communicated either orally or in writing. Also critical to control activities are the follow-up actions taken in response to identified discrepancies (for example, investigation by management of unexpected variances noted while comparing the budget to actual results).

Development of the Audit Plan

Based on the information gathered in the planning and internal control structure consideration stages, we will develop an audit plan taking into consideration the audit risk assessments developed for various transaction classes and accounts. Audit programs will be tailored to focus on testing of the specific key points in processing and/or controlling financial information. Each audit program step will be designed to specifically achieve certain audit objectives. After completion of the audit program, we will meet with Division personnel to discuss the specific timing of the procedures. The audit plan will include addressing the following:

- Sampling - Sample sizes will be determined based on sound sampling plans. Statistical sampling is used whenever it is determined to be cost effective. Sampling will include both substantive tests and tests of compliance. Samples for tests of compliance, including compliance with certain laws and regulations are generally based on attribute principles. Substantive sampling procedures would normally be weighted toward higher dollar items. When statistical sampling is considered to be cost effective, we will use a computer program to determine the samples based on the assessments of inherent/control risk and the evidence provided by other audit procedures.
- Extent of use of CAATS - We anticipate that various financial information and schedules prepared for the auditors will be supplied electronically, which we will load on our computers and perform various tests. We use automated trial balance/workpaper software on virtually all audit engagements. Other use of Computer Assisted Auditing Techniques (CAATS) software will be determined based on the results of the system reviews. We actively use CAATS software such as IDEA Data Analysis Software (IDEA) on several audit engagements. Efficiency and effectiveness are often enhanced by CAATS, especially considering the large volume of data associated with DOH. Examples of CAATS include:
 - Analytical review
 - Year to year and trend analyses
 - Importing general ledger
 - Sampling
 - Data analysis, extraction, and manipulation
 - Journal entry testing
 - Edits and computations
 - P-Card analysis
 - Duplicate detection
 - Review for transactions outside of identified parameters

We may also use email to communicate with the Commission, and other professionals assigned to the engagement; Microsoft EXCEL and WORD to perform analyses and document work on the engagement; and Tvalue to re-perform interest calculations and amortizations.

We also now make the financial statements available to our clients in a clean PDF format for posting to their website.

- Analytical Procedures - Analytical procedures can be powerful tools to anticipate and predict results. Therefore, actual results can be compared to these designs, and significant variances analyzed. Many expenses, such as commissions, wages and benefits, payroll taxes, rent, etc. are also susceptible to strong predictive analytical tests. The following section on Testing summarizes some of the various tests for the significant financial statement elements, demonstrating the extent to which analytical procedures are used to enhance the audit process.

Testing

Overview of Audit Testing Strategy

The following chart depicts an overview of the various interrelated sampling and analytical procedures applied to significant financial statement elements during the audit of the Commission.

	Representative Sampling	Key Items	Analytical Procedures	Independent Confirmation
Planning			✓	
Tests of Controls	✓			
Cash and Cash Equivalents		✓	✓	✓
Receivables	✓	✓	✓	✓
Assets Held in Agency Capacity	✓	✓	✓	✓
Payables and Accruals		✓	✓	
Revenues	✓	✓	✓	
Expenditures	✓	✓	✓	
Other Income and Expense		✓	✓	
Compliance	✓	✓	✓	✓
Financial Reporting		✓	✓	

Preliminary Design of Audit Tests by Significant Audit Area

In the previous section, we have discussed our overall general audit approach. This section is to describe in more detail how this will be utilized in auditing the various significant audit areas for the Commission. We have leveraged from our previous experience with the Commission in developing our approach. These procedures are not all inclusive.

Detailed Audit Approach by Key Financial Statement Element

Cash and Cash Equivalents - Our approach in auditing cash and cash equivalents will be primarily utilizing substantive auditing procedures. These procedures will include testing the related reconciliations and evaluating the need to confirm cash and cash equivalents.

Investments and Investment Income - Our approach in auditing investments and the related investment income will include evaluating the need to confirm investments and related investment income. In addition, we will obtain an understanding of the Investment Management Board's (IMB) and Board of Treasury Investments (BTI) process regarding the allocation of investment principle and interest to the Commission. This may include making inquiries of IMB/BTI personnel, performing walkthroughs, and performing a site visit, if deemed necessary. Investment income will be tested analytically by calculating an annual yield and comparing this calculation to the anticipated or market return on the investment. We will review for appropriateness the methods used to establish the fair value for investments, including foreign exchange contracts, futures contracts, and interest rate swaps.

Receivables, Net - We will review the accounts receivable makeup of items comprising the balance to determine the most effective method of testwork. Generally testing will include review of reconciliations, testing of subsequent collections, confirmation of balances, analytical analysis, and review of the allowance for doubtful accounts methodology.

Assets Held in Agency Capacity - We will review for the makeup of items comprising the balance to determine the most effective method of testing. Generally testing will include review of reconciliations, confirmation of balances, review of documentation underlying transactions, and analytical analysis.

Accrued Expenses and Other Liabilities - We will obtain a detail listing of accrued expenses and other liabilities and test for clerical accuracy. We also will perform a test for unrecorded liabilities by reviewing cash disbursed subsequent to year end and reviewing for significant unpaid invoices or open contracts.

Overall Conclusions and Reporting

In this final phase of the audit, we perform certain general audit procedures, conduct an overall review of the financial statements, and draw overall audit conclusions based on the results of our work. The general audit procedures performed during this phase include obtaining management and legal representations, and reviews of subsequent events, among others.

Throughout the course of the audit, we will make inquiries of management about various facets of the Commission's operations, commitments, contingencies, pending or actual suits and judgments, and obligations. Responses to our inquiries may be provided both orally and in writing. During this final phase, we will request written legal representation from the State Attorney General and representations from management to confirm the continuing appropriateness of earlier representations and to assure a mutual understanding of the subject matters relating to these representations.

Also, during this phase we will perform a review of events occurring subsequent to the date of the financial statements up to the date of our report that could have a direct and material effect on the financial statements. Our objective is to determine whether any significant direct or contingent liabilities or commitments have occurred, whether there have been any significant changes in the status of items accounted for in the financial statements on the basis of estimates or on the basis of tentative, preliminary, or inconclusive data, whether there have been any unusual adjustments to the accounts since the balance sheet date, and whether there have been any significant changes in the financial condition or operations since the balance sheet date.

We will perform an overall analytical review of the financial statements near or at the conclusion of our audit work. The purpose of this review is to satisfy ourselves that the numbers make sense in light of our understanding of the Commission, that we have obtained explanations of significant fluctuations between years, and that the financial statements meet generally accepted presentation and disclosure standards.

In addition, we will reevaluate our materiality judgments and the adequacy of our audit procedures. In the planning phase, we determined planning materiality based on preliminary information which was used to help determine the extent and timing of tests performed. Based upon the final assessment of risk and the audited materiality base, we will consider whether the extent of substantive auditing procedures was sufficient to form conclusions concerning the information contained in the financial statements, the effectiveness of internal controls, and compliance with laws and regulations.

We will meet with management to discuss developments in the audit and/or resolve accounting or reporting issues as they arise. Such meetings will be held regularly from the beginning of fieldwork until the final report is issued. Potential financial statement adjustments identified during the course of the audit will be formally documented and we will discuss with management the effects of these adjustments. We are confident that with the appropriate dialogue between management and our team, all reporting issues will have been identified and resolved well in advance of all final reports.

The reporting phase is divided into two distinct phases. The first phase encompasses a review of the financial statement format and presentation, and a review of the significant accounting policies utilized by the Commission. This phase is accomplished early in the engagement, so that significant reporting issues can be addressed timely and effectively.

The second phase occurs at the end of the testing, when all information is accumulated and evaluated. **Any proposed adjustments are agreed upon and drafts of financial statements discussed and approved.** At this point we will be in position to prepare our reports on the financial statements and on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards. If a report other than an unqualified report would be necessary, we would fully discuss the reasons with you prior to issuance of the report.

We routinely provide PDF copies of final reports that can be distributed electronically or posted to our client's websites as desired.

SECTION III -
FIRM QUALIFICATIONS AND EXPERIENCE

FIRM QUALIFICATIONS AND EXPERIENCE

Suttle & Stalnaker, PLLC, Certified Public Accountants, has offices located at 1411 Virginia Street East, The Virginia Center, Suite 100, Charleston, West Virginia 25301; 453 Suncrest Towne Centre Drive, Suncrest Towne Centre, Suite 201 Morgantown, West Virginia 26505; and at 200 Star Avenue, The Rivers Office Park Suite 220, PO Box 149, Parkersburg, West Virginia 26102. **The Firm currently consists of the following personnel: members/partners - 13, managers, seniors and staff accountants - 62, support staff - 15. We have 37 accounting professionals on staff that hold a CPA certificate in West Virginia.** Currently there are approximately 18 individuals in our governmental audit staff. The work performed will be coordinated by our Charleston office. We anticipate 4 to 5 full-time personnel assigned to the engagement. Various members and employees of the Firm are members of the American Institute of Certified Public Accountants, the West Virginia Society of Certified Public Accountants, Government Finance Officers' Association, and other professional organizations. **Suttle & Stalnaker, PLLC has been in business since 1973 and has performed governmental audits for over 49 years.**

The audit work will be conducted from our Charleston, West Virginia office. The audit team will generally be a group of approximately five individuals from our Charleston, West Virginia Office.

STATE OF WEST VIRGINIA EXPERIENCE

Suttle & Stalnaker, PLLC has specialized in governmental and nonprofit agency auditing and accounting for over 49 years. This segment currently makes up the largest industry concentration of Suttle's audit practice, with our professional staff spending well over 20,000 hours per year on audits of governmental and nonprofit entities and programs. Every member of Suttle & Stalnaker, PLLC's audit staff has both training and experience in governmental and nonprofit accounting and auditing.

The State of West Virginia and its departments, divisions, and component units are the cornerstone of our government practice. Through a joint venture, we participate in the audit of the State of West Virginia's financial statements, and perform extensive work related to the requirements of the Single Audit Act and Office of Management and Budget's Uniform Guidance. Other engagements with the State of West Virginia include the West Virginia Consolidated Public Retirement Board, West Virginia Division of Highways, West Virginia Insurance Commission, West Virginia Regional Jail Authority, West Virginia Racing Commission, West Virginia Parkways Authority, and Ten West Virginia Colleges and Universities.

We have served numerous other governmental and nonprofit funded clients and similar entities requiring audits in accordance with *Government Auditing Standards*, developing a strong reputation for providing quality services in the West Virginia market. This preeminence in governmental and nonprofit services is not the result of casual experience acquired through an on-going accounting practice. Rather, it results from the commitment of our Firm to the highest standards of service in the governmental and nonprofit sector.

RACING AND GAMING EXPERIENCE

Suttle & Stalnaker, PLLC, and/or your designated engagement team members, have served the West Virginia Racing Commission as the auditors from 2012 through 2022.

Suttle & Stalnaker, PLLC has previously performed the audit of the West Virginia Lottery's financial statements for three years including assistance with preparation and review of the Lottery's Comprehensive Annual Financial Report (CAFR) for each year, which were submitted to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting Program. Our review included the completion of available GFOA relevant reporting checklists. The Lottery's CAFR's received this prestigious award for all three years.

In addition to performing financial statement audits of the West Virginia Lottery, Suttle & Stalnaker, PLLC performed the initial reviews of video lottery licensees and vendors, helping to establish the process and procedures that are still used today.

Suttle & Stalnaker, PLLC served as the drawing witness for nightly drawings from 1990 - 1996, 2002 - 2003, 2006 - 2009, 2012 – 2015, and from 2018 through present. During that time, drawing procedures were revised and improved several times, often as a result of observations by our personnel. As a result of our observations, the Lottery was kept informed of various matters that arose during the drawings that were beyond the minimum requirements for reporting by the drawing accountant.

Suttle & Stalnaker, PLLC has been involved from the inception of video lottery at the racetracks until 2012. Either Horace Emery or Chris Lambert has reviewed the race tracks on an annual basis and made recommendations to the West Virginia Commission on their financial viability starting in 1994 when video lottery was established until 2012. We have also been involved with limited video lottery since its inception in 2001 through 2011 and have been reviewing limited video operators financial results for the Lottery Commission. Table games suppliers have also been evaluated for the Lottery. On February 1, 2023, we again began performing the reviews of the limited video operators, table games suppliers, and other licensees for the Lottery Commission.

Minnesota Lottery / Schechter Dokken Kanter Andrews & Selcer Ltd

Horace Emery, engagement member has served as consultant and independent reviewer for the audit of the financial statements of the Minnesota Lottery. That audit is currently being performed by Schechter Dokken Kanter Andrews & Selcer, Ltd., another PKF member firm. Horace's responsibilities included assisting with the onsite planning, including meeting with Minnesota Lottery personnel, and review of the financial statements. The full Minnesota Lottery team, headed by engagement partner, Charles Selcer and John Dawson, are available, with permission from the West Virginia Lottery, to consult on any issues that may arise.

Schechter Dokken also performs audit and consulting services for many other gaming enterprises in Minnesota, including Indian gaming operations that encompass all of the games operated or regulated by the West Virginia Lottery, including table games.

GFOA CERTIFICATE OF EXCELLENCE EXPERIENCE

Only a few entities in West Virginia have applied for and obtained a GFOA Certificate of Excellence in Financial Reporting. Our clients, the West Virginia Parkways Authority and the West Virginia Division of Highways, obtained the GFOA Certificate of Excellence. In addition, the State of West Virginia, our client through joint ventures with Ernst & Young, LLP and Deloitte & Touche, LLP, obtained the GFOA Certificate of Excellence. As stated in the Suttle & Stalnaker, PLLC mission statement, we are continually striving to “provide world class professional services to quality clients by utilizing a team of dynamic individuals and advanced technology to achieve success for our clients and ourselves.” We will be pleased to assist the Commission in its pursuit of a GFOA Certificate of Excellence in Financial Reporting.

GOVERNMENT AUDIT QUALITY CENTER AND EMPLOYEE BENEFIT PLAN AUDIT QUALITY CENTER

The AICPA recently established the Governmental Audit Quality Center (GAQC) and Employee Benefit Plan Audit Quality Center (EBPAQC) in order to promote the importance of quality governmental and employee benefit plan audits and the value of such audits to purchasers of audit services. The GAQC and EBPAQC offer various resources including periodic news alerts, updates, and webcasts to enhance the quality of a firm’s governmental and benefit plan audits. The GAQC and EBPAQC are voluntary membership centers designed to help CPAs meet the challenges of performing quality audits in the governmental arena.

We demonstrated our commitment to quality governmental and benefit plan auditing by joining both the GAQC and EBPAQC within months after they were established. Their news alerts and updates are circulated to all applicable audit staff and many attend various webcasts.

About Allinial Global



Allinial Global is an accounting firm association of legally independent accounting and consulting firms with offices in North America and throughout the world through international members and partnerships.

Allinial Global firms have the flexibility to find not just a good solution to your business challenges—but the best solution for you.

Working with an Allinial Global firm means that you have access to the experience and knowledge of every firm in our organization through our Transfer of Excellence.

And because the Allinial Global structure is fluid, our reach is broader and our member firms can be more responsive, both locally and globally. There aren’t many business challenges that can’t be resolved or questions that can’t be answered by members of our association or their connections. Put the agility of Allinial Global to work for you.

Quick Stats:

Locations: 688

Member Firms: 256

Countries: 99

Net Fees: 4.5312 billion

The member firms of Allinial Global share education, marketing resources, and technical knowledge in a wide range of services and sectors. They have access to a broad array of resources and support that benefit both our member firms and their clients in eight key impact areas:



Learning & Development

- Become a leader you'd want to follow through progressive leadership development.
- Trust the guidance of an advisor up-to-date on the highest levels of technical training.



Human Resources

- Improve employee retention through the Retaining Employees Through Active Involvement Now (RETAIN©) program and develop talent from hire to retire.
- Collaborate with advisors who are in it for the long haul and dedicated to your continued success.



International Connection

- We'll go wherever we need to secure the highest quality solutions to your business needs, whether in or outside of our association.
- You're covered wherever you do business: get the best solution, not the best available.



Technical Support

- Depend on your Allinial Global Technical Support liaison to connect you directly to an experienced specialist.
- Have confidence that your advisor will provide a tailored solution to all your business needs.



Communities of Practice

- Tap our collective experience in a wide range of industries and service lines through our online portal and both in-person and virtual events.
- When advisors keep abreast of industry trends, you work with leaders who keep you ahead of the competition.



Marketing Resources

- Reduce your learning curve by connecting to peers who've already implemented the marketing projects you're considering.
- An Allinial Global firm won't bombard you with self-congratulatory promotions. Get the educational content that will help you make sound business decisions.



Information Technology

- IT services are like umpires: you shouldn't even notice they're at work. Keep your technology on track with our education and best practices-sharing.
- Rest assured that your personal data is protected by advisors who value your security and keep abreast of security best practices.



Practice Management

- Go through your firm with a fine-toothed comb: learn how you can improve your processes with the Firm Management Review and benchmarking tools.
- Work with a dynamic firm devoted to continuous improvement. Allinial Global firms are proud, but never satisfied.

At Suttle & Stalnaker, PLLC, our goal is to be your most trusted advisors, both locally and globally. Allinial Global helps us deliver. For more information, please visit www.allinialglobal.com.

SPECIFIC PRIOR ENGAGEMENTS AND REFERENCES

The following pages include specific prior engagements and references for all firm contributing resources to the engagement.

PRIOR ENGAGEMENTS WITH THE STATE OF WEST VIRGINIA

Engagement	Scope of Work	Date	Engagement Member	Avg. Annual Hours	Client Contact	Telephone Number
Single Audit of the State of WV Building 1, Room E-119 1900 Kanawha Blvd., E. Charleston, WV 25305-0120	Participation in financial and compliance auditing for several departments, including numerous federal award programs	1986 thru present	Chris Deweese	3,500	Stephanie Bailes	304.558.4083
WV Division of Highways Building 5, Room 109 1900 Kanawha Blvd., E. Charleston, WV 25305-0403	Annual Financial Statement Audit including assistance with CAFR and FARS forms, including numerous federal award programs	2001 thru 2006; 2013 - 2014; 2017 - 2022	Horace Emery / Chris Lambert / Chris Deweese	800 to 1,000	Justin Robinson Legislative Post Audit Div. Building 1, Room E-132 1900 Kanawha Blvd., E. Charleston, WV 25305	304.347.4800
West Virginia State Rail Authority PO Box 470 Moorefield, WV 26836	Annual Financial Statement Audit	2001 thru 2006; 2013 -present	Chris Deweese	300	Lucinda Butler	304.538.2305
West Virginia Parkways Authority 3310 Piedmont Road Charleston, WV 25306-6633	Annual Financial Statement Audit including assistance with CAFR	2011 thru present	Chris Lambert	285	Parrish French	304.926.1900
WV Offices of the Insurance Commissioner 1124 Smith Street Charleston, WV 25301	Annual Financial Statement Audit	2000 thru 2011; 2015 - present	Horace Emery / Natalie Luppold	1,250	Melinda Ashworth Kiss	304.558.3029 X1205
West Virginia Division of Corrections and Rehabilitation 1201 Greenbrier Street Charleston, WV 25311	Annual Financial Statement Audit	2019 thru present	Chris Lambert	800 to 1,000	Bryan D. Arthur	304.558.2350
West Virginia Racing Commission 900 Pennsylvania Avenue, Suite 533 Charleston, WV 25301	Annual Financial Statement Audit	2012 thru present	Chris Lambert	200	Joe Moore	304.558.2150
WorkForce West Virginia 1900 Kanawha Blvd. East Charleston, WV 25305	Annual Financial Statement Audit	2020 thru present	Kelly Shafer	500	Jane Shinn	304.558.2631
West Virginia Educational Broadcasting Authority 124 Industrial Park Road Beckley, WV 25813	Annual Financial Statement Audit	2020 thru present	Kelly Shafer	400	Tammy Treadway	304.254.7842

GAMING AND RACING EXPERIENCE

Engagement	Scope of Work	Date	Engagement Member	Avg. Annual Hours	Client Contact	Telephone Number
West Virginia Lottery 312 MacCorkle Avenue SE Charleston, WV 25304	Nightly Drawing Observations	1990 - 1996, 2002 - 2003, 2006 - 2009 2012 - 2015 2018 - Present	Horace Emery/ Chris Lambert	600	Dean Patrick	304.558.0551
West Virginia Lottery 312 MacCorkle Avenue SE Charleston, WV 25304	Consultant regarding review of video lottery licensees Limited Video Lottery Table Games	1996 - 2012 2023	Chris Lambert	600	Elizabeth Webb	304.558.0500
Minnesota Lottery	Consultant	1999	Horace Emery	100	Mr. John Lawson Schechter Dokken Kanter 100 Washington Ave. S. Ste 1600 Minneapolis, MN 55401-2192	612.332.5500
West Virginia Racing Commission	Annual Financial Statement Audit	2012 - 2022	Chris Lambert	200	Joe Moore / John Myers	304.558.2150

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Engagement	Scope of Work	Date	Engagement Partner	Avg. Annual Hours	Client Contact	Telephone Number
Doddridge County of Board of Education	Single Audit of the Financial Statements in Accordance with OMB Circular A-133 and now with Uniform Guidance	1998 to present	Chris Deweese	400	Kaleigh Dotson	304-873-2300
Tyler County of Board of Education	Single Audit of the Financial Statements in Accordance with OMB Circular A-133 and now with Uniform Guidance	1998 to present	Chris Deweese	400	Jeff Davis	304-758-2145
Roane County of Board of Education	Single Audit of the Financial Statements in Accordance with OMB Circular A-133 and now with Uniform Guidance	1998 to present	Chris Deweese	400	Ann Boggs	304-927-6410
City of Charleston, West Virginia	Single Audit of the Financial Statements in Accordance with OMB Circular A-133 and now with Uniform Guidance. Also provide assistance with CAFR	2015 to present	Chris Lambert	1,000	Jennifer Vickers	304-348-8000 Ext. 127
City of Parkersburg	Single Audit of the Financial Statements in Accordance with Uniform Guidance.	2017 to present	Chris Lambert	500	Eric S. Jiles	304.424.8489
Kanawha Valley Regional Transportation Authority	Single Audit of the Financial Statements in Accordance with Uniform Guidance.	2020 to present	Chris Lambert	300	Scott Menefee	304.343.3840

ASSISTANCE WITH ACCOUNTING ISSUES AND REPORTING REQUIREMENTS

Our Firm believes in assisting our clients in understanding new accounting and reporting requirements that arise from time to time. We will be available as needed to assist with these and any other assistance requested as long as the services do not threaten our independence in accordance with professional standards. Please see the Scope and Planning of Work Section of this proposal for information related to new pronouncements that may affect the Commission's financial statements.

INDEPENDENCE AND CONFLICTS OF INTEREST

All professional personnel must be familiar with and adhere to the independence rules, regulations, interpretations, and rulings of the AICPA, the State of West Virginia Board of Accountancy, the West Virginia Society of CPAs, the U.S. Government Accountability Office, State statutes, and regulatory agencies under which we practice. In this regard, any transaction, event, or circumstance that would impair the Firm's independence on review, audit, forecast, projection, or attestation engagements is prohibited.

Suttle & Stalnaker, PLLC and all of the proposed subcontractors are independent of the Commission and related systems, the State of West Virginia, and any other component units of the State of West Virginia as defined by auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States, United States General Accounting Office.

Suttle & Stalnaker, PLLC and all of the proposed subcontractors have no relationship with any known major vendors or contractors to the Commission and related systems. In addition, Suttle & Stalnaker, PLLC agrees to give the Commission written notice of any professional relationships entered into during the period of this agreement with any major contractors as defined in West Virginia code Section 29-22-23.

We affirm to the best of our knowledge and belief that neither the firm, nor any of its members, employees, or subcontractors presently have any interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance of its services hereunder. We further covenant that during the period of the contract, we shall periodically inquire of our members, employees and any subcontractors, concerning such interests. Any such interests discovered shall be promptly presented in detail to the Commission.

SECTION IV - COST

COST PROPOSAL FOR AUDIT SERVICES

<u>June 30, 2023</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Partner / Member	\$380	20	\$ 7,600
Senior Manager	279	40	11,160
Senior	167	65	10,855
Staff	155	<u>75</u>	<u>11,625</u>
		200	41,240
		Discount	<u>(4,240)</u>
		<u>200</u>	<u>\$ 37,000</u>

These fees do not include services that fall outside the scope of the audit. For example, calculating balances to record items required by GASB standards, assistance preparing financial statements, accounting assistance from us in resolving unreconciled differences in accounting records would fall outside the scope of our audit, as would implementation of significant new GASB standards.

Additionally, our fees are based on the current state of operation. Should significant changes occur (i.e., significant expansion in existing operations), we will need to reevaluate our scope and audit approach. In the event these types of situations arise, it is our practice to discuss these types of issues with management before we would proceed so as to obtain management's authorization and to develop the best approach to solve the problem.

COST PROPOSAL FOR ADDITIONAL SERVICES

<u>Classification</u>	<u>Hourly Rates</u>
Partner / Member	\$380
Senior Manager	\$279
Supervisor	\$207
Senior	\$167
Staff	\$155

We understand that no changes in scope to the project will be implemented by us until such time as an approved change order is received. Formal contract amendments and change orders will be negotiated with the Commission, whenever necessary, to address changes to the terms and conditions, cost of, or scope of work included under the contract. An approved contract amendment means one approved by the Commission, the Department of Administration, and all other applicable State agencies prior to the effective date of such amendment. An approved contract amendment is required whenever the change affects the payment provision and the scope of the work. Such changes may be necessitated by new and amended federal and state regulations and requirements. No changes in scope are to be conducted except at the approval of the Commission.

We will submit invoices to the Commission for all services provided pursuant to the terms of the contract. Progress payments will be made on a monthly basis based upon the percentage of work completed. We will work with the Commission management to develop a mutually agreeable proposed billing work plan.

REQUEST FOR PROPOSAL



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1196852			Reason for Modification: Addendum #1 issued to publish agency responses to all vendor submitted questions.
Doc Description: ANNUAL FINANCIAL AUDIT SERVICES			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-04	2023-04-11 13:30	CRFQ 0707 RAC2300000001	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 202390
Vendor Name : Suttle & Stalnaker, PLLC
Address :
Street : 1411 Virginia Street East, Suite 100
City : Charleston
State : WV **Country :** USA **Zip :** 25301
Principal Contact : Chris Lambert, CPA
Vendor Contact Phone: 304-343-4126 **Extension:** 3102

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X *Chris Lambert* **FEIN#** 55-0538163 **DATE** 04/11/2023

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Racing Commission to establish a contract for Annual Financial Audit per the attached specifications and terms and conditions.

INVOICE TO

WV RACING COMMISSION
 STE 533
 900 PENNSYLVANIA AVE
 CHARLESTON WV
 US

SHIP TO

WV RACING COMMISSION
 STE 533
 900 PENNSYLVANIA AVE
 CHARLESTON WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Annual Financial Audit				\$160,500

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description:

Enter total Bid Amount from Exhibit A Pricing Page.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

	Document Phase	Document Description	Page
RAC230000001	Final	ANNUAL FINANCIAL AUDIT SERVICES	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Centralized Request for Quote
 Service - Prof**

Proc Folder: 1196852			Reason for Modification:
Doc Description: ANNUAL FINANCIAL AUDIT SERVICES			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-03-24	2023-04-11 13:30	CRFQ 0707 RAC2300000001	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 202390
Vendor Name : Suttle & Stalnaker, PLLC
Address :
Street : 1411 Virginia Street East, Suite 100
City : Charleston
State : WV **Country :** USA **Zip :** 25301
Principal Contact : Chris Lambert, CPA
Vendor Contact Phone: 304-343-4126 **Extension:** 3102

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

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 CHARLESTON WV
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Annual Financial Audit				\$160,500

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description:
 Enter total Bid Amount from Exhibit A Pricing Page.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: March 30, 2023 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: Suttle & Stalnaker, PLLC
BUYER: Josh Hager
SOLICITATION NO.: CRFQ 0707 RAC2300000001
BID OPENING DATE: See next page
BID OPENING TIME: See next page
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 11, 2023 @ 4:00 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *WV*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: 500,000 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Chris Lambert, CPA, CGMA, CCIFP, Member

(Address) 1411 Virginia Street East, Suite 100, Charleston, WV 25301

(Phone Number) / (Fax Number) 304-343-4126 / 304-343-8008

(Email address) CSLambert@suttlecpas.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Suttle & Stalnaker, PLLC

(Company)

Chris Lambert

(Signature of Authorized Representative)

Chris Lambert, CPA, CGMA, CCIFP, Member

April 11, 2023

(Printed Name and Title of Authorized Representative) (Date)

304-343-4126 / 304-343-8008

(Phone Number) (Fax Number)

CSLambert@suttlecpas.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0707 RAC230000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Suttle & Stalnaker, PLLC

Company

Chris Lambert

Authorized Signature

04/11/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Annual Financial Audit

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Racing Commission to establish a contract for Annual Financial Audit.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means The Commission requires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. The quotation shall state the size of the firm, the size of the firm’s governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

 - 3.2. The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

 - 3.3. The firm is required to have prior racing and/or gaming industry audit experience.

REQUEST FOR QUOTATION
Annual Financial Audit

- 3.4. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
- 3.5. All requested information is preferred with the bid, but may be submitted as requested prior to award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Reports to be Issued

4.1.1.1 Following the completion of the audit of the financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. As discussed above, it is the intention of the Commission to issue a bound set of financial statements. The Commission expects the selected auditor to provide technical assistance in the design of the financial statement package.

4.1.1.2 Irregularities and Illegal Acts. The auditors shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware, to the Acting State Comptroller and Financial Accounting and Reporting Section of the Department of Administration under the authority of Section 5A-2-33 of the State Code.

4.1.2 Time Requirements

4.1.2.1 The auditor shall provide the Commission both a detailed audit plan and a list of all schedules to be prepared by the Commission by July 31, 2023.

REQUEST FOR QUOTATION
Annual Financial Audit

4.1.2.2 The Final Report for Fiscal Year 2023 is due on October 15, 2023. The final report, an electronic copy and five (5) signed copies shall be delivered to the Executive Director.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: joe.k.moore@wv.gov.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL:

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Annual Financial Audit

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
Annual Financial Audit

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Chris Lambert, CPA, CGMA, CCIFP, Member
Telephone Number: 304-343-4126
Fax Number: 304-343-8008
Email Address: CSLambert@suttlecpas.com

Exhibit A Pricing Page

CRQS RAC2300000001

Annual Financial Audit Cost Sheet Suttle & Stalnaker, PLLC

\$37,000

Year 1

\$39,000

Year 2

\$41,000

Year 3

\$43,500

Year 4

\$160,500

Total four year Cost



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1196852			Reason for Modification: Addendum #1 issued to publish agency responses to all vendor submitted questions.
Doc Description: ANNUAL FINANCIAL AUDIT SERVICES			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-04	2023-04-11 13:30	CRFQ 0707 RAC2300000001	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Racing Commission to establish a contract for Annual Financial Audit per the attached specifications and terms and conditions.

INVOICE TO

WV RACING COMMISSION
 STE 533
 900 PENNSYLVANIA AVE
 CHARLESTON WV
 US

SHIP TO

WV RACING COMMISSION
 STE 533
 900 PENNSYLVANIA AVE
 CHARLESTON WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Annual Financial Audit				

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description:
 Enter total Bid Amount from Exhibit A Pricing Page.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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SOLICITATION NUMBER: CRFQ 0707 RAC2300000001

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to all vendor submitted questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

RFI: Questions from vendors for CRFQ RAC 23*01 Annual Financial Audit Services

Q.1. Can we have a copy of the most recent audit?

A. See attached .

Q.2. How many audit adjustments were made last year and to what did they relate?

A. See attached.

Q.3. Is your current auditor being invited to bid?

A. Yes

Q.4. Why are these services being bid?

A. Current contract has expired.

Q.5. Can you disclose the prior fee for these services?

A. This information may be found at wvoasis.gov.

Q.6. Is the scope of services requested in this RFP consistent with the services now being provided by your current audit firm?

A. The scope of the RFQ is consistent with the services provided by the current firm.

Q.7. Were there any problems or disagreements with the prior auditors?

A. No.

Q.8. Have there been any significant operational changes since the prior year's audit?

A. No.

Q.9. Has there been any material fraud noted over the past 5 years?

A. No.

Q.10. Are there any contingencies or legal issues that could have an impact on future financials?

A. No.

Q.11. Would the Commission be open to having this engagement performed remotely? If so, what is your capacity in assisting with having the majority of the services performed remotely (are you able to provide information electronically and provide remote access to accounting software?)

A. No.

Q.12. What is your preferred timing for the audit fieldwork and for the completion of the audit?

A. Drafts are due to FARS by Sept. 15th and final audit due by October 15th. Fieldwork should be scheduled in a timely manner to meet these requirements.

Q.13. Can you please provide a copy of the audited financial statements for June 30, 2022?

A. See attached.

Q.14. Can you please provide a copy of any other written communications from the auditor for June 30, 2022 (management letter, etc.)?

A. See attached.

Q.15. Can you please provide all audit adjustments for June 30, 2022?

A. See attached.

Q.16. Who will prepare the financial statements that will be audited?

A. Executive Director

Q.17. What was the impact of GASB 87 on the Racing Commission?

A. No significant impact on financial statements.

Q.18. Has the WV Racing Commission determined the impacts of GASB 96 on their financial statements? Specifically, have they determined how many SBITA arrangements they have?

A. No

Q.19. Have they prepared the appropriate calculations for each arrangement to implement the standard?

A. n/a

Q.20. Will they be able to provide appropriate amortization schedules for each arrangement?

A. n/a

Q.21. Have you utilized the assistance provided by FARS and their contract accountant to prepare your financial statements for audit?

A. no

Q.22. Are there any current Yellowbook findings?

A. no

Q.23. Do you receive more than \$750,000 in federal funds?

A. no

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ RAC23*01

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Suttle & Stalnaker, PLLC

Company

Chris Lambert

Authorized Signature

04/11/2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012