



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

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 244518

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0221

Vendor ID: 00000202390

SO Doc ID: PDS1700000001

Legal Name: SUTTLE & STALNAKER PLLC

Published Date: 9/6/16

Alias/DBA:

Close Date: 9/15/16

Total Bid: \$484,000.00

Close Time: 13:30

Response Date: 09/14/2016

Status: Closed

Response Time: 13:27

Solicitation Description: Addendum 1 - Pro Auditing Services for Public Defender Corp

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 244518

Solicitation Description : Addendum 1 - Pro Auditing Services for Public Defender Corp

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-09-15 13:30:00	SR 0221 ESR09141600000001077	1

VENDOR
000000202390 SUTTLE & STALNAKER PLLC

Solicitation Number: CRFQ 0221 PDS1700000001

Total Bid : \$484,000.00 **Response Date:** 2016-09-14 **Response Time:** 13:27:51

Comments:

FOR INFORMATION CONTACT THE BUYER
 Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Total Cost for FY16 for all Circuit locations				\$121,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description : Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

Comments: Please see Exhibit A file.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Total Cost for FY17 - optional renewal				\$121,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description : Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

Comments: Please see Exhibit A file.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Total Cost for FY18 - optional renewal				\$121,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description : Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

Comments: Please see Exhibit A file.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Total Cost for FY19 - optional renewal				\$121,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description : Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

Comments: Please see Exhibit A file.

Exhibit A - Pricing Page

		Optional Renewal	Optional Renewal	Optional Renewal
	Cost per Year	Cost per Year	Cost per Year	Cost per Year
Breakdown by Circuit:	FY16	FY17	FY18	FY19
1st Judicial Circuit - Brook, Hancock & Ohio	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
2nd Judicial Circuit - Marshall, Tyler & Wetzel	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
4th Judicial Circuit - Wood & Wirt	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
5th Judicial Circuit - Calhoun - Jackson - Mason & Roane	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
6th & 24th Judicial Circuit - Cabell & Wayne	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
7th Judicial Circuit - Logan	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
8th Judicial Circuit - McDowell	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
9th Judicial Circuit - Mercer	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
10th Judicial Circuit - Raleigh	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
11th Judicial Circuit - Greenbrier & Pocahontas	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
12th Judicial Circuit - Fayette	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
13th Judicial Circuit - Kanawha	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
15th Judicial Circuit - Harrison	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
18th Judicial Circuit - Preston	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
23rd Judicial Circuit - Berkeley - Jefferson & Morgan	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
25th Judicial Circuit - Boone & Lincoln	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
28th Judicial Circuit - Nicholas	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
30th Judicial Circuit - Mingo	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Yearly Totals	\$ 121,000.00	\$ 121,000.00	\$ 121,000.00	\$ 121,000.00
Overall Total Cost of all 4 years (for evaluation purposes)	\$ 484,000.00			

Exhibit B - Certified Public Accountant Designation

Identify all staff that will be involved in the delivery of the Contract Services and indicate whether the staff person is a certified public accountant and provide an explanation for the use of any interns or non-employee personnel:

<u>Name</u>	<u>WV CPA</u>	<u>Qualifications</u>
Chris Lambert	Member	WV003212
Horace Emery	Member	WV001144
Kristin Moody	Manager	WV004800
Elizabeth Farley	Supervisor	WV004936
Evan Shamblin	Staff	WV005265
Jeff Acree	Staff	Taking the exam presently

All personel assigned to this contract will be full time employees of Suttle & Stalnaker, PLLC.
Everyone will either be a CPA or a candidate taking the exam.

Exhibit C - Prior Experience

<u>Entities defined in Section 3.2</u>	<u>Audit Year</u>
Requesting Entity:	Performed annually:
West Virginia Public Defender Services - Seventeen Judicial Circuits	06/30/2008-06/30/2010
Nonprofits:	
Kanawha Valley Senior Services, Inc.	2007 - present
PRIDE Community Services, Inc.	2008 - present
Coalfield Community Action Partnership, Inc.	2010 - present
Greater Kanawha Valley Foundation, Inc.	2008 - present
MATRIC Research and Development	2005 - present
Appalachian Community Health Center, Inc.	1991 - present
Tri-County YMCA	1998 - present
West Virginia Chamber of Commerce	2005 - present
West Virginia Humanities Council, Inc.	1996 - present
West Virginia Alliance for Sustainable Families, Inc.	2007 - present
BCKP Regional Intergovernmental Council	1993 - present
Metro Emergency Operations of Kanawha County	2009 - present
Independent College Enterprises, Inc.	2009 - present
Bob Burdette Center, Inc.	2013 - present
Childhood Language Center, Inc.	1996 - present
Union Mission Ministries, Inc.	2013 - present
Vision Shared, Inc.	2010 - present
Potomac Highlands Guild, Inc.	2002 - present
West Virginia Association of Realtors, Inc.	2004 - present
Governmental entities:	
Boone County Board of Education - Single Audits	1996 - 2015
Southern West Virginia Community and Technical College	2004 - present
West Virginia Division of Highways	2001 - 2006; 2007; 2013 - 2014
West Virginia Department of Transportation - Single Audit	2001 - 2006
West Virginia State Rail Authority	2001 - 2006; 2013 - present
West Virginia Offices of the Insurance Commissioner	2006 - 2011; 2016
West Virginia Parkways Authority	2011 - present
West Virginia Regional Jail Authority	2009 - present
Single Audit of the State of West Virginia	1988 - present
West Virginia Racing Commission	2012 - present
West Virginia Regional Technology Park Corporation	2012 - present
Fairmont State University	2013 - present
Pierpont Community and Technical College	2013 - present
New River Community and Technical College	2006 - present
BridgeValley Community and Technical College	2012 - present



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

State of West Virginia
 Request for Quotation
 34 – Service - Prof

Proc Folder: 244518

Doc Description: Addendum 1 - Pro Auditing Services for Public Defender Corp

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-06	2016-09-15 13:30:00	CRFQ 0221 PDS1700000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Suttle & Stalnaker, PLLC
 1411 Virginia Street East, Suite 100
 Charleston, WV 25301
 304-343-4126

FOR INFORMATION CONTACT THE BUYER

Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X *Chris Lambert*

FEIN # 55-0538163

DATE 09/14/2016

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

ADDITIONAL INFORMAITON:

Addendum 1 issued for the following reasons:

1. To modify the bid opening date and time to September 15, 2016, 1:30 p.m.
2. To publish the Vendor Questions with Responses.
3. To modify the specifications in Section 2.3 to read as follows (based on Vendor Questions and Responses to Q.13/A.13) "FY 2016" means the period of time commencing on the date of July 1, 2015 and ending on the date of June 30, 2016.

No other changes

INVOICE TO		SHIP TO	
DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV25311 US		DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Cost for FY16 for all Circuit locations				

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

INVOICE TO		SHIP TO	
DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV25311 US		DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Total Cost for FY17 - optional renewal				

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

INVOICE TO		SHIP TO	
DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV25311 US		DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Total Cost for FY18 - optional renewal				

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

INVOICE TO		SHIP TO	
DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV25311 US		DIRECTOR OF OPERATIONS PUBLIC DEFENDER SERVICES STE 301 ONE PLAYERS CLUB DR CHARLESTON WV 25311 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Total Cost for FY19 - optional renewal				

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2016-08-31

PDS170000001	Document Phase Final	Document Description Addendum 1 - Pro Auditing Services for Public Defender Corp	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 in order 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 e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 31, 2016, 3:00 p.m.

Submit Questions to: Linda Harper, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Professional Auditing Services for Public Defender Corp
BUYER: Linda Harper
SOLICITATION NO.: CRFQ PDS1700000001
BID OPENING DATE: September 13, 2016
BID OPENING TIME: 1:30 p.m.
FAX NUMBER:

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. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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: September 13, 2016, 1:30 p.m.

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. ALTERNATES: 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.

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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) 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 by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on
Upon award _____ and extends for a period of one (1) year(s).

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 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. 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 thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 of 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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

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

Professional Liability Insurance, \$500,000.00 or more

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. WORKERS' COMPENSATION INSURANCE: The apparent successful 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.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.
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.

11. 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.

12. 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.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. 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.

16. 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 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.

17. 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.

18. 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 § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. COMPLIANCE: 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. 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.

28. 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.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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. 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.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

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.

Suttle & Stalnaker, PLLC

(Name, Title)
Chris S. Lambert, CPA, CGMA, Member

(Printed Name and Title)
1411 Virginia Street East, Suite 100, Charleston, WV 25301

(Address)
304-343-4126 / 304-343-8008

(Phone Number) / (Fax Number)
CSLambert@SuttleCPAs.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Suttle & Stalnaker, PLLC

(Company)
 Chris Lambert, CPA, CGMA, Member

(Authorized Signature) (Representative Name, Title)

Chris Lambert, CPA, CGMA, Member

(Printed Name and Title of Authorized Representative)

09/14/2016

(Date)

304-343-4126 / 304-343-8008

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

09/14/2016

Date

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

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Suttle & Stalnaker, PLLC

Signed: Chris Lambert

Date: 09/14/2016

Title: Member

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Suttle & Stalnaker, PLLC

Authorized Signature: Chris Lambert Date: 09/14/2016

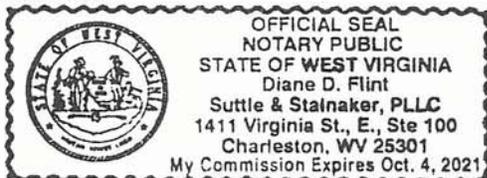
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of September, 2016.

My Commission expires Oct. 4, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Diane D. Flint

Purchasing Affidavit (Revised 08/01/2015)

REQUEST FOR QUOTATION
Professional Auditing Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Public Defender Services, a West Virginia executive agency, to establish a contract for Professional Auditing Services. The services are required to fulfill the statutory requirement of Section 19 of Article 21 of Chapter 29 of the West Virginia Code that “the accounts of each public defender corporation shall be audited annually....in accordance with generally accepted auditing standards.”

1.1 Prior Fiscal Year Audits

- 1.1.1** The audits of the public defender corporations for the fiscal years 2010, 2011, 2012, 2013, 2014, and 2015 can be viewed at the following link:

<http://www.pds.wv.gov/Public-Defender-Corporations/pdaudit/Pages/default.aspx>

1.2 Records

- 1.2.1** The records relating to the operations of the public defender corporations are maintained at the principal offices of each public defender corporation and will not be available in a central location for inspection by the auditing firm. Reports setting forth certain accounting information are provided to Public Defender Services on a regular basis, but the source material for the summary information remains at the principal offices of each public defender corporation.

1.3 Accounting Systems

- 1.3.1** No central or unified accounting system exists for the public defender corporations. Each corporation is a separate entity, governed by its own board of directors who are appointed by various governmental or organizational entities, and each public defender corporation maintains its own books and accounts. While Public Defender Services has encouraged each corporation to use the Quickbooks software, the public defender corporations’ actual accounting processes vary from one public defender corporation to another, including whether the bookkeeping is done in-house or by contract. Information regarding profit and loss account balances are provided on a regular basis to Public Defender Services, but the source material or related documentation remains at the principal offices of each public defender corporation.

REQUEST FOR QUOTATION
Professional Auditing Services

1.4 Employees

1.4.1 The employees of the public defender corporations are not state employees, but each public defender corporation can elect to have its employees participate in the State of West Virginia's public employee insurance plans and in the State of West Virginia's public employee retirement plans.

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 "CAFR" means the Comprehensive Annual Financial Report of the State of West Virginia to be prepared by the Financial Accounting and Reporting Section within the Financial Division of the Department of Administration for FY2016 or any subsequent fiscal year for which Contract Services are provided.

2.2 "Contract Services" means the required audit of the accounts of the eighteen public defender corporations to which grants are made by Public Defender Services pursuant to the provision of Section 13(c) of Article 21 of Chapter 29 of the West Virginia Code as more fully described in these specifications.

2.3 "FY 2016" means the period of time commencing on the date of July 1, 2016 and ending on the date of June 30, 2016.

2.4 "GASB" means the Governmental Accounting Standards Board.

2.5 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which the Vendor should list its proposed price for the Contract Services.

2.6 "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:

REQUEST FOR QUOTATION
Professional Auditing Services

3.1.Certified Public Accountant Designation

3.1.1 Vendor must be an independent accounting firm that certifies that fifty (50) percent of the auditing staff engaged in this solicitation are duly licensed to practice as a certified public accountant in the State of West Virginia. Vendor should submit on the attachment designated as Exhibit B the names and qualifications (i.e., WV CPA designation) of those individuals who will be committed to performing the obligations arising out of the Contract Services. If the performance of the contract is intended to include the use of interns or other non-employee personnel, an explanation is to be included on the Exhibit B regarding the manner in which the interns or non-employee personnel will be used and the supervision that will be imposed on the performance of services by the interns or non-employee personnel.

3.2.Prior Experience

3.2.1 Vendor must demonstrate that it has experience in auditing other government units or entities that are funded by grants from the general revenues of the State of West Virginia. The relevant experience should be submitted on the attachment designated as Exhibit C to this solicitation.

3.3 Affiliations/Memberships

3.3.1 Vendor must have affiliations or memberships with professional organizations that ensure that the entity is subject to peer review or certification with respect to the quality of its work and the proficiency of its staff. The affiliations or memberships should be submitted on the attachment designated as Exhibit D to this solicitation.

3.4 Affirmation

3.4.1 The Vendor awarded this contract must affirm that the entity or a related party is not providing, and will not provide, non-auditing services to Public Defender Services or to any one of the public defender corporations during the term of the Contract that would lead reasonable third parties with knowledge of the relevant facts and circumstances to conclude that the entity would be auditing its own work or the work of related parties.

REQUEST FOR QUOTATION
Professional Auditing Services

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 Services

4.1.1.1 An audit is to be performed, and a report is to be prepared, with respect to each public defender corporation for FY2016 that is identified below. The amount of the grant of general revenue funds made by Public Defender Services to the public defender corporations during FY2016 is also set forth.

1 st Judicial Circuit	Brook, Hancock & Ohio	\$ 1,086,031
2 nd Judicial Circuit	Marshall, Tyler & Wetzel	\$ 457,561
4 th Judicial Circuit	Wood & Wirt	\$ 1,298,500
5 th Judicial Circuit	Calhoun, Jackson, Mason & Roane	\$ 910,151
6 th & 24 th Judicial Circuit	Cabell & Wayne	\$ 1,796,815
7 th Judicial Circuit	Logan	\$ 639,965
8 th Judicial Circuit	McDowell	\$ 402,539
9 th Judicial Circuit	Mercer	\$ 904,044
10 th Judicial Circuit	Raleigh	\$ 1,120,372
11 th Judicial Circuit	Greenbrier & Pocahontas	\$ 595,813
12 th Judicial Circuit	Fayette	\$ 567,673
13 th Judicial Circuit	Kanawha	\$ 2,682,850
15 th Judicial Circuit	Harrison	\$ 1,034,601
18 th Judicial Circuit	Preston	\$ 394,924
23 rd Judicial Circuit	Berkeley, Jefferson & Morgan	\$ 2,682,850
25 th Judicial Circuit	Boone & Lincoln	\$ 833,288
28 th Judicial Circuit	Nicholas	\$ 319,936
30 th Judicial Circuit	Mingo	\$ 536,586

4.1.1.2 An audit is to be separately conducted, reported and priced for each of the eighteen (18) public defender corporations and is to be conducted, and reported, in accordance with generally accepted auditing standards and in accordance with GASB standards and government auditing principles, as applicable. Specifically, in accordance with general auditing principles, the auditor shall report on the fair presentation of the financial statements for each public defender corporation and, in accordance with GASB principles, the auditor shall report on the public defender

REQUEST FOR QUOTATION
Professional Auditing Services

corporations' internal controls and compliance with the requirement that are set forth in the funding contracts executed by and between Public Defender Services and the public defender corporations. Finally the audits of the eighteen (18) public defender corporations are to be conducted, and reported, so that the audits can be incorporated into the CAFR.

4.1.2 Record Retention & Confidentiality, In addition to the obligations set forth in the provisions of paragraph 39 of the *General Terms and Conditions* contained in this solicitation:

4.1.2.1 The successful Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify and cost of services under this contract by Vendor. The successful Vendor shall maintain such records for a minimum of five (5) years and shall make available all records to personnel of Public Defender Services at the successful Vendor's office during normal business hours upon written request by Public Defender Services.

4.1.2.2 The successful Vendor will have access to private and confidential data maintained by the public defender corporations to the extent required for the successful bidder to carry out the duties and responsibilities defined in the awarded contract. The successful Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State of West Virginia and Public Defender Services against any and all claims brought by any party attributed to actions of breach of confidentiality by the successful Vendor or its subcontractors or individuals permitted access the successful Vendor.

4.1.3 Procedures

4.1.3.1 In the course of performing the audit, Public Defender Services expects and anticipates that the auditor's representative will meet and confer with the representatives of each public defender corporation in person before, during and after the conclusion of the

REQUEST FOR QUOTATION
Professional Auditing Services

audit. The internal controls to be tested for each public defender corporation is expected and anticipated to include, but is not limited to, testing of the controls related to cash or investment management, financial transactions; reconciliation, budget management, and procurement processes.

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 of all four (4) years as shown on the Exhibit A - Pricing Page.

The bids will be evaluated on the lowest overall total cost but the contract award will for FY16 only. FY17, FY18, and FY19 will be issued via formal change order through the West Virginia Purchasing Division each year upon mutual agreement of the Agency and Vendor. 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.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering a separate lump sum price for each Judicial Circuit as listed in the Exhibit A 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 Exhibit A Pricing Page and include it as an attachment when submitting bids through wvOASIS. If unable to respond online, Vendor's should submit the Exhibit A Pricing Page with their bid prior to the scheduled bid opening date and time.

- 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 set forth in these specifications by Agency.
- 7. PAYMENT:** Agency shall make one payment, in arrears, of the total fee for the services 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

REQUEST FOR QUOTATION
Professional Auditing Services

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.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to public defender corporations' 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 a public defender corporation immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to the public defender corporations' security protocol and procedures.
- 9.5. Vendor shall inform all staff of each public defender corporations 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
Professional Auditing Services

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, Member

Telephone Number: 304-343-4126

Fax Number: 304-343-8008

Email Address: CSLambert@SuttleCPAs.com

SOLICITATION NUMBER: PDS1700000001
Addendum Number: 1

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 1 issued for the following reasons:

1. To modify the bid opening date and time to September 15, 2016, 1:30 p.m.
2. To publish the Vendor Questions with Responses.
3. To modify the specifications in Section 2.3 to read as follows (based on Vendor Questions and Responses to Q.13/A.13) "FY 2016" means the period of time commencing on the date of July 1, 2015 and ending on the date of June 30, 2016.

No other changes

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

Vendor Questions

Q.1. Have there been any significant changes in any of the Defender Offices' operations, programs or personnel recently or contemplated for the future that would impact the scope of services as compared to prior contracts for the same work? (Ex: changes in the audit process or those involved with the process, current year budget vs. prior year budget?)

A.1. Notably, embezzlement has been discovered in two of the public defender corporations on the part of the affected corporations' respective "office manager." The embezzlement occurred in FY2016 and, probably, prior fiscal years. The prosecution of the offenders is in the initial stages of investigation by law enforcement officials. Accordingly, the audit of the two corporations may be complicated by reason of the actions of these office managers. Moreover, the offenders are the staff persons who were primarily responsible for the administration of their respective office and, therefore, the securing of documents relating to the operation of the corporations could be more complicated and unreliable.

The following changes should not have an impact on the scope of, or the process of, the audit: (i) the Public Defender Corporation for the Fourth Judicial Circuit, West Virginia, commenced operation in FY2016 and is in the process of hiring personnel to become fully operation such that FY2017's budget and expected expenditures will be substantially greater than that which will be reviewed in FY2016; (ii) the chief public defender for the Twenty-fifth Judicial Circuit, West Virginia, is retiring effective August 31, 2016, and he, as well as the office manager, will be unavailable for consultation regarding FY2016 operations; and (iii) the Public Defender Corporation for the Thirteenth Judicial Circuit, West Virginia moved the location of its principal office in FY2016 resulting in one time expenditures related to the move, including acquisition of equipment.

Q.2. What are the most challenging aspects of the audit process for the Public Defenders Services and specifically the accounting and finance team?

A.2. The public defender corporations are legally autonomous from Public Defender Services and are independent of one another. Each corporation is created by statute as a discrete non-profit corporation and each corporation has its own board of directors comprised of individuals residing in their area of operation. Specifically, the Governor appoints the chair for each board of directors and the county commissions and county bar associations appoint the remaining members of the board of directors for the public defender corporation within their judicial circuit.

The level of sophistication and staffing varies widely among the corporations. With respect to the accounting functions, some corporations are self-sufficient while the smaller corporations often require assistance and guidance with the preparation of financial statements, the drafting of MD&A letters, and the calculation of liabilities such as OPEB.

Public Defender Services serves as a resource for the corporations and makes recommendations regarding policies and procedures, but the adoption of such policies and procedures remains the province of each corporation's board of directors. By statute, Public Defender Services makes the grant of general revenue to the respective public defender

corporations from the legislative appropriation for that purpose. Public Defender Services executes an individual "Funding Contract" with each of the eighteen public defender corporations and the terms and conditions of the funding contract may differ from corporation to corporation depending on the circumstances of a corporation.

Public Defender Services strives for uniformity in the reporting and manner of reporting by the respective public defender corporations, but, in many areas, the uniformity has not yet been achieved.

Q.3. Are any of the accounting functions outsourced to another accounting firm? If so, which functions?

A.3. Each corporation is obligated to provide for its accounting needs. The manner in which this is accomplished varies widely throughout the various corporations. Some public defender corporations rely on an outside accountant to handle all financial matters, including payroll. Other public defender corporations rely on an outside accountant for preparing quarterly (941) and annual (990) filings. The remaining circuits use accountants for monthly reconciliation services in addition to preparing the filings previously mentioned.

Q.4. Is there any specific expertise and advice the organization looking for that it may not be receiving from its current provider?

A.4. Yes. The agency is looking for a provider who can perform the auditing services for eighteen separate public defender corporations throughout the state in a proper manner, but who can also provide the agency with a global perspective on improvements or adjustments that could be made in the statewide operations of the public defender corporations. For example, if a determination is made for one corporation during the review that the financial officer should be bonded, the agency desires that the provider coordinate internally with the other auditing personnel to determine if the requirement should be imposed uniformly among the corporations or if a recommendation should be made to the agency to include this as a uniform condition in the funding contracts with the corporations.

Q.5. Does management prepare the financial statements and notes or do the auditors assist with the template?

A.5. The preparation of the financial statements is the obligation of each public defender corporation but, for many public defender corporations, the auditor will provide the template for the corporation to complete. Public Defender Services will assist the public defender corporations with the completion of the template as necessary.

Q.6. What is the state's and management's (the Defenders' offices) view on the desirability of transitioning to new auditors?

A.6. The agency has elected not to renew the current contract. In part, the need for a new contract arises out of the addition of a corporation to the scope of services. Specifically, the Public Defender Corporation for the Fourth Judicial Circuit, West Virginia, situated in Parkersburg, West Virginia, has recently commenced operations and the audit of this corporation was not within the original scope of services.

Q.7. How long has the Public Defender Services been with the current provider?

- A.7. The current contract has an effective start date of October 15th, 2014.
- Q.8. Is the current provider bidding on the engagement?
- A.8. We are currently in the “blackout” period and cannot discuss this CRFQ with the current vendor, therefore, we have no way of knowing whether they will submit a bid, or not.
- Q.9. In an effort to understand the level of effort currently exerted by the incumbent auditing firm, please provide:
- a) Prior year audit fees
 - b) Schedule of auditors in the field (ex: 2 people for 2 weeks in November)
- A.9. The current contract, with an effective start date of October 15th, 2014, provides for a fee for service of \$58,000; however, audit services for the newly operational public defender corporation in the Fourth Judicial Circuit were not within the scope of the contract at that time.

The agency does not know what the schedule of auditors in the field were as this was left to the vendor. The agency is aware that, for the FY2015 audit, the vendor stated that various field visits could not be done because their “interns” could not travel. The agency has included in the current request for quotations the requirement of site visits, a disclosure if interns are to be used, and a restriction on the waiver of exit conferences.

- Q.10. Section 4.1.1.2 of the Request for Quotation refers to reporting, in accordance with GASB standards, on internal controls and compliance with the requirement(s) that are set forth in funding contracts. GASB standards address accounting and financial reporting standards rather than auditing standards and are not applicable to reporting on internal control and compliance. Is the intent of the procuring agency to require the auditor to report on internal control and compliance in accordance with *Government Auditing Standards*?
- A.10. Yes. The specifications do provide that the audit is to be done in accordance with GASB and “government auditing standards.” Explanation was provided that, in accord with auditing standards, the auditor is to determine whether the financial statements were prepared in accordance with GASB. The vendor is encouraged to clarify or expressly state the application of the standards in its response.
- Q.11. Section 4.1.1.1 of the Request for Quotation refers to the “grant of general funds” to the public defender corporations; are there any special compliance requirements related to auditing these transactions that would have a direct and material effect on the financial statements of the individual public defender corporations?
- A.11. For each grant of funds, a funding contract is executed with a public defender corporation. Within the funding contract are conditions on the expenditure of the funds by the subject corporation, including limitations on expenditures on various items such as “Personal Services, Employee Benefits, Supportive Services, Administrative Support, Office, Other and Acquisition.” The contracts further require the corporations to provide to Public Defender Services a monthly report of expenditures, a copy of the minutes from meetings of the boards of directors, and the reporting of time expended by the attorneys in the corporation on both legal and administrative matters. The expectation is that the corporations’ expenditures are in compliance with the terms of the funding contract and any amendments.

Historically, auditors reviewed all financial documents (expenditures, bank statements, reconciliations, deposits, etc), and reviewed board minutes to verify the corporation held at least 4 board meetings during the year.

- Q.12. In section 4.1.3.1, the Request for Quotation states “The internal controls to be tested for each public defender corporation is expected and anticipated to include, but is not limited to, testing of the controls related to cash or investment management, financial transactions; reconciliation, budget management, and procurement processes”. Is the intent of the procuring agency that mandatory tests of controls be performed in the areas noted above for each of the public defender corporations? (Professional auditing standards require the auditor obtain an understanding of internal control sufficient to plan the audit. Auditors conclude based on those circumstances whether it is more efficient or effective to perform tests of controls. The decision to test controls is a matter of auditor judgment, however it seems the procuring agency’s intent is to require those test of controls regardless of the efficiency gained or the effectiveness expected of such tests of controls) If so will the procuring agency specify sample sizes to be tested? If so is this a new requirement or have previous auditors had to perform such tests.
- A.12. The intent of Public Defender Services is to thwart the embezzlement that occurred in two corporations and that is directly attributed to the absence of internal controls or, more specifically, the failure to comply with internal controls. Specifically, the possession and use of multiple signature stamps by one person is an internal control failure that was present in both victimized corporations. If the vendor can provide assurances to the agency that the internal controls of a corporation have been established through review or interviews or otherwise and can articulate to the agency why testing of the controls is not necessary in the circumstances of a corporation, then the auditor’s judgment in this regard is acceptable. The agency will defer to the judgment of the auditor on the sampling sizes.
- Q.13. In section 2.3 of the Request for Proposal, it states that “FY 16 is from July 1, 2016 through June 30, 2016”. Is this a typo in which you are defining FY 2016 as July 1, 2015 through June 30, 2016?
- A.13. It is a typographical error. FY2016 should be defined as commencing on the date of July 1, 2015, and ending on the date of June 30, 2016.
- Q.14. What was the fee paid to the previous auditor for performing these same services for the year ended June 30, 2015? Did this fee include preparation of financial statements and notes to financial statements (which are non attest services) for each of the public defender corporations? If separate fees were charged for preparation of financial statements, please provide the fees charged for this service for each Public Defender Corporation.
- A.14. The fee paid to the vendor was that fee set forth in the contract with the effective start date of October 15, 2014. The vendor was not required to prepare financial statements or notes to financial statements, although the vendor did provide to some corporations, at no additional cost, templates for the financial statements and did make corrections to the financial statements.
- Q.15. Were any management letters issued to any of the public defender corporations by the previous auditor? If so, can you provide a copy of such letters?

A.15. The auditors supplied an engagement letter to each public defender corporation when services commenced under the current contract. It is unknown whether that was done in the course of the FY2015 audit. At least two public defender corporations had additional correspondence with the auditors concerning errors or issues found in the FY2015 audit. All correspondence, including any potential management letters, would need to be obtained from the public defender corporations if not included in the audits available on Public Defender Services' website. If this is a necessary item for preparation of a bid, the letters would have to be requested by the agency from the respective corporations.

Q.16. Can you provide a list of any audit adjustments proposed by the auditor and accepted by each of the public defender corporations from the audits for the years ending June 30, 2015?

A.16. The findings of the audit for each of the corporations can be reviewed at <http://www.pds.wv.gov/Public-Defender-Corporations/pdaudit/Pages/default.aspx>. Determination of the compliance with any prior year's audit findings would be a function of the current audit. The agency believes, however, that the various corporations have complied with proposed adjustments.

Q.17. I'd like to ask for the following:

- A copy of the prior year's audit report if not already included on <http://www.pds.wv.gov/Public-Defender-Corporations/pdaudit/Pages/default.aspx>
- The cost of the prior year's audit
- Will the Public Defender Corp be preparing the financial statements, or will the awarded vendor be required to prepare the financial statements?
- Where are the location(s) of the records required to inspect for the audit

A.17. The prior year's audits are posted at <http://www.pds.wv.gov/Public-Defender-Corporations/pdaudit/Pages/default.aspx>. The cost of the services was as set forth in the contract effective October 15, 2014, in the amount of \$58,000. The contract did not set forth a fee for service with respect to the audit of the Public Defender Corporation for the Fourth Judicial Circuit, West Virginia, which only recently commenced operations. An audit of this corporation is included in the current request for quotation.

Each corporation is responsible for the preparation of the annual financial statements. The vendor will not be required to prepare the annual financial statements, although a template may have to be provided. The records to be inspected are maintained at the principal offices of each public defender corporation.

Q. 18. How many audit adjustments were made last year and to what did they relate for each of the corporations audited?

A.18. The prior year's audits are posted at <http://www.pds.wv.gov/Public-Defender-Corporations/pdaudit/Pages/default.aspx>. The agency has information that four audit adjustments were reported and were made during the course of the audits of the seventeen public defender corporations within the scope of services. The four subject public defender corporations were situated in the following judicial circuits: Twelfth, Thirteenth, Twenty-third, and Twenty-fifth. The adjustments are set forth in the reports of audits for these public defender corporations.

- Q.19. Why is this project going out to bid?
- A.19. Same as Q.6./A.6. above. The agency has elected not to renew the current contract. In part, the need for a new contract arises out of the addition of a corporation to the scope of services. Specifically, the Public Defender Corporation for the Fourth Judicial Circuit, West Virginia, situated in Parkersburg, West Virginia, has recently commenced operations and the audit of this corporation was not within the original scope of services.
- Q.20. Is your current auditor being invited to bid?
- A.20. We are currently in the “blackout” period and cannot discuss this CRFQ with the current vendor, therefore, we have no way of knowing whether they will submit a bid, or not. Since the current provider is registered vendor with the WV Purchasing Division, they should have received an email notification of the CRFQ and bids are open to the public.
- Q.21. Can you disclose the prior year’s audit fee?
- A.21. The current contract, with an effective start date of October 15th, 2014, provides for a fee for service of \$58,000; however, audit services for the newly operational public defender corporation in the Fourth Judicial Circuit were not within the scope of the contract at that time.
- Q.22. How long (and how many) were the auditors at each public defender corporation last year? (as best as you can remember)?
- A.22. Most, if not all, of the public defender corporations reported that the auditors were not on-site at any time during the course of the audit for the FY2015. In prior fiscal years, one to two auditors spent approximately one to two days at each of the principal offices of the public defender corporations.
- Q.23. Is the scope of services requested in this RFP consistent with the services now being provided by the current audit firm?
- A.23. The scope of services are consistent with the scope of services that were expected under the contract with the current provider, although an effort has been made to more expressly state certain expectations regarding the review of the various corporations’ internal controls.
- Q.24. Were there any problems or disagreements with the prior auditors?
- A.24. The performance of the prior auditors has no bearing on the requirements of this solicitation.
- Q.25. Who drafts the financial statements and notes?
- A.25. The annual financial statements are the responsibility of each of the eighteen corporations and the level of sophistication among the corporations vary. The auditor may be asked by a corporation to provide a template for the statement. Public Defender Services will provide assistance to the corporations as needed in completing the financial statements or in completing the submitted template.
- Q.26. Have there been any significant operational changes since the prior year’s audit?

- A.26. No significant operational changes have occurred since the prior year's audit except that the Public Defender Corporation for the Fourth Judicial Circuit, West Virginia has commenced operations and was not within the original scope of services. Personnel changes have occurred in some of the subject public defender corporations in positions related to the financial operations of the corporations.
- Q.27. Has there been any material fraud noted over the past 5 years?
- A.27. The prior years' audits are posted at <http://www.pds.wv.gov/Public-Defender-Corporations/pdaudit/Pages/default.aspx>. Material fraud has not been noted in any audit during this five year period; however, in the past fiscal year, Public Defender Services discovered embezzlement in two corporations that has apparently occurred over the course of several fiscal years.
- Q.28. Are there any contingencies or legal issues that could have an impact on future financials?
- A.28. Other than the vagaries of the budgeting process, Public Defender Services has no knowledge of any such contingencies or legal issues.
- Q.29. We understand that the records to be audited are located at the offices of each corporation and are not in a central location. Do the corporations typically have the fieldwork performed on site or is some of the work performed remotely?
- A.29. The agency's expectation is that the audit will involve work done remotely but will also consist of onsite interviews of corporate management and sampling of documents related to the corporation's documents, in addition to an on-site exit interview.
- Q.30. Are the internal control system for each office separate and independent?
- A.30. Yes.

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SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Public Defender Services, a West Virginia executive agency, to establish a contract for Professional Auditing Services. The services are required to fulfill the statutory requirement of Section 19 of Article 21 of Chapter 29 of the West Virginia Code that “the accounts of each public defender corporation shall be audited annually....in accordance with generally accepted auditing standards.”

1.1 Prior Fiscal Year Audits

- 1.1.1** The audits of the public defender corporations for the fiscal years 2010, 2011, 2012, 2013, 2014, and 2015 can be viewed at the following link:

<http://www.pds.wv.gov/Public-Defender-Corporations/pdaudit/Pages/default.aspx>

1.2 Records

- 1.2.1** The records relating to the operations of the public defender corporations are maintained at the principal offices of each public defender corporation and will not be available in a central location for inspection by the auditing firm. Reports setting forth certain accounting information are provided to Public Defender Services on a regular basis, but the source material for the summary information remains at the principal offices of each public defender corporation.

1.3 Accounting Systems

- 1.3.1** No central or unified accounting system exists for the public defender corporations. Each corporation is a separate entity, governed by its own board of directors who are appointed by various governmental or organizational entities, and each public defender corporation maintains its own books and accounts. While Public Defender Services has encouraged each corporation to use the Quickbooks software, the public defender corporations’ actual accounting processes vary from one public defender corporation to another, including whether the bookkeeping is done in-house or by contract. Information regarding profit and loss account balances are provided on a regular basis to Public Defender Services, but the source material or related documentation remains at the principal offices of each public defender corporation.

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1.4 Employees

1.4.1 The employees of the public defender corporations are not state employees, but each public defender corporation can elect to have its employees participate in the State of West Virginia's public employee insurance plans and in the State of West Virginia's public employee retirement plans.

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 **"CAFR"** means the Comprehensive Annual Financial Report of the State of West Virginia to be prepared by the Financial Accounting and Reporting Section within the Financial Division of the Department of Administration for FY2016 or any subsequent fiscal year for which Contract Services are provided.

2.2 **"Contract Services"** means the required audit of the accounts of the eighteen public defender corporations to which grants are made by Public Defender Services pursuant to the provision of Section 13(c) of Article 21 of Chapter 29 of the West Virginia Code as more fully described in these specifications.

2.3 **"FY 2016"** means the period of time commencing on the date of July 1, 2015 and ending on the date of June 30, 2016.

2.4 **"GASB"** means the Governmental Accounting Standards Board.

2.5 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which the Vendor should list its proposed price for the Contract Services.

2.6 **"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:

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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 Services

4.1.1.1 An audit is to be performed, and a report is to be prepared, with respect to each public defender corporation for FY2016 that is identified below. The amount of the grant of general revenue funds made by Public Defender Services to the public defender corporations during FY2016 is also set forth.

1 st Judicial Circuit	Brook, Hancock & Ohio	\$ 1,086,031
2 nd Judicial Circuit	Marshall, Tyler & Wetzel	\$ 457,561
4 th Judicial Circuit	Wood & Wirt	\$ 1,298,500
5 th Judicial Circuit	Calhoun, Jackson, Mason & Roane	\$ 910,151
6 th & 24 th Judicial Circuit	Cabell & Wayne	\$ 1,796,815
7 th Judicial Circuit	Logan	\$ 639,965
8 th Judicial Circuit	McDowell	\$ 402,539
9 th Judicial Circuit	Mercer	\$ 904,044
10 th Judicial Circuit	Raleigh	\$ 1,120,372
11 th Judicial Circuit	Greenbrier & Pocahontas	\$ 595,813
12 th Judicial Circuit	Fayette	\$ 567,673
13 th Judicial Circuit	Kanawha	\$ 2,682,850
15 th Judicial Circuit	Harrison	\$ 1,034,601
18 th Judicial Circuit	Preston	\$ 394,924
23 rd Judicial Circuit	Berkeley, Jefferson & Morgan	\$ 2,682,850
25 th Judicial Circuit	Boone & Lincoln	\$ 833,288
28 th Judicial Circuit	Nicholas	\$ 319,936
30 th Judicial Circuit	Mingo	\$ 536,586

4.1.1.2 An audit is to be separately conducted, reported and priced for each of the eighteen (18) public defender corporations and is to be conducted, and reported, in accordance with generally accepted auditing standards and in accordance with GASB standards and government auditing principles, as applicable. Specifically, in accordance with general auditing principles, the auditor shall report on the fair presentation of the financial statements for each public defender corporation and, in accordance with GASB principles, the auditor shall report on the public defender

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corporations' internal controls and compliance with the requirement that are set forth in the funding contracts executed by and between Public Defender Services and the public defender corporations. Finally the audits of the eighteen (18) public defender corporations are to be conducted, and reported, so that the audits can be incorporated into the CAFR.

4.1.2 Record Retention & Confidentiality, In addition to the obligations set forth in the provisions of paragraph 39 of the *General Terms and Conditions* contained in this solicitation:

4.1.2.1 The successful Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify and cost of services under this contract by Vendor. The successful Vendor shall maintain such records for a minimum of five (5) years and shall make available all records to personnel of Public Defender Services at the successful Vendor's office during normal business hours upon written request by Public Defender Services.

4.1.2.2 The successful Vendor will have access to private and confidential data maintained by the public defender corporations to the extent required for the successful bidder to carry out the duties and responsibilities defined in the awarded contract. The successful Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State of West Virginia and Public Defender Services against any and all claims brought by any party attributed to actions of breach of confidentiality by the successful Vendor or its subcontractors or individuals permitted access the successful Vendor.

4.1.3 Procedures

4.1.3.1 In the course of performing the audit, Public Defender Services expects and anticipates that the auditor's representative will meet and confer with the representatives of each public defender corporation in person before, during and after the conclusion of the

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audit. The internal controls to be tested for each public defender corporation is expected and anticipated to include, but is not limited to, testing of the controls related to cash or investment management, financial transactions; reconciliation, budget management, and procurement processes.

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 of all four (4) years as shown on the Exhibit A - Pricing Page.

The bids will be evaluated on the lowest overall total cost but the contract award will for FY16 only. FY17, FY18, and FY19 will be issued via formal change order through the West Virginia Purchasing Division each year upon mutual agreement of the Agency and Vendor. 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.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering a separate lump sum price for each Judicial Circuit as listed in the Exhibit A 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 Exhibit A Pricing Page and include it as an attachment when submitting bids through wvOASIS. If unable to respond online, Vendor's should submit the Exhibit A Pricing Page with their bid prior to the scheduled bid opening date and time.

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 set forth in these specifications by Agency.
7. **PAYMENT:** Agency shall make one payment, in arrears, of the total fee for the services 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

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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.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to public defender corporations' 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 a public defender corporation immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to the public defender corporations' security protocol and procedures.
- 9.5. Vendor shall inform all staff of each public defender corporations 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.

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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, Member
Telephone Number: 304-343-4126
Fax Number: 304-343-8008
Email Address: CSLambert@SuttleCPAs.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PDS170000001

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 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

09/14/2016

Date

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

Revised 6/8/2012

Exhibit A - Pricing Page

		Optional Renewal	Optional Renewal	Optional Renewal
	Cost per Year	Cost per Year	Cost per Year	Cost per Year
Breakdown by Circuit:	FY16	FY17	FY18	FY19
1st Judicial Circuit - Brook, Hancock & Ohio	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
2nd Judicial Circuit - Marshall, Tyler & Wetzel	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
4th Judicial Circuit - Wood & Wirt	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
5th Judicial Circuit - Calhoun - Jackson - Mason & Roane	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
6th & 24th Judicial Circuit - Cabell & Wayne	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
7th Judicial Circuit - Logan	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
8th Judicial Circuit - McDowell	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
9th Judicial Circuit - Mercer	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
10th Judicial Circuit - Raleigh	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
11th Judicial Circuit - Greenbrier & Pocahontas	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
12th Judicial Circuit - Fayette	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
13th Judicial Circuit - Kanawha	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
15th Judicial Circuit - Harrison	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
18th Judicial Circuit - Preston	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
23rd Judicial Circuit - Berkeley - Jefferson & Morgan	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
25th Judicial Circuit - Boone & Lincoln	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
28th Judicial Circuit - Nicholas	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
30th Judicial Circuit - Mingo	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Yearly Totals	\$ 121,000.00	\$ 121,000.00	\$ 121,000.00	\$ 121,000.00
Overall Total Cost of all 4 years (for evaluation purposes)	\$ 484,000.00			

Exhibit B - Certified Public Accountant Designation

Identify all staff that will be involved in the delivery of the Contract Services and indicate whether the staff person is a certified public accountant and provide an explanation for the use of any interns or non-employee personnel:

<u>Name</u>	<u>WV CPA</u>	<u>Qualifications</u>
Chris Lambert	Member	WV003212
Horace Emery	Member	WV001144
Kristin Moody	Manager	WV004800
Elizabeth Farley	Supervisor	WV004936
Evan Shamblin	Staff	WV005265
Jeff Acree	Staff	Taking the exam presently

All personel assigned to this contract will be full time employees of Suttle & Stalnaker, PLLC.
Everyone will either be a CPA or a candidate taking the exam.

Exhibit C - Prior Experience

<u>Entities defined in Section 3.2</u>	<u>Audit Year</u>
Requesting Entity:	Performed annually:
West Virginia Public Defender Services - Seventeen Judicial Circuits	06/30/2008-06/30/2010
Nonprofits:	
Kanawha Valley Senior Services, Inc.	2007 - present
PRIDE Community Services, Inc.	2008 - present
Coalfield Community Action Partnership, Inc.	2010 - present
Greater Kanawha Valley Foundation, Inc.	2008 - present
MATRIC Research and Development	2005 - present
Appalachian Community Health Center, Inc.	1991 - present
Tri-County YMCA	1998 - present
West Virginia Chamber of Commerce	2005 - present
West Virginia Humanities Council, Inc.	1996 - present
West Virginia Alliance for Sustainable Families, Inc.	2007 - present
BCKP Regional Intergovernmental Council	1993 - present
Metro Emergency Operations of Kanawha County	2009 - present
Independent College Enterprises, Inc.	2009 - present
Bob Burdette Center, Inc.	2013 - present
Childhood Language Center, Inc.	1996 - present
Union Mission Ministries, Inc.	2013 - present
Vision Shared, Inc.	2010 - present
Potomac Highlands Guild, Inc.	2002 - present
West Virginia Association of Realtors, Inc.	2004 - present
Governmental entities:	
Boone County Board of Education - Single Audits	1996 - 2015
Southern West Virginia Community and Technical College	2004 - present
West Virginia Division of Highways	2001 - 2006; 2007; 2013 - 2014
West Virginia Department of Transportation - Single Audit	2001 - 2006
West Virginia State Rail Authority	2001 - 2006; 2013 - present
West Virginia Offices of the Insurance Commissioner	2006 - 2011; 2016
West Virginia Parkways Authority	2011 - present
West Virginia Regional Jail Authority	2009 - present
Single Audit of the State of West Virginia	1988 - present
West Virginia Racing Commission	2012 - present
West Virginia Regional Technology Park Corporation	2012 - present
Fairmont State University	2013 - present
Pierpont Community and Technical College	2013 - present
New River Community and Technical College	2006 - present
BridgeValley Community and Technical College	2012 - present

