



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 02

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 706427

Procurement Type: Central Contract - Fixed Amt

Vendor ID:

Legal Name: BHM CPA GROUP INC

Alias/DBA:

Total Bid: \$240,000.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0221

SO Doc ID: PDS2000000002

Published Date: 4/22/20

Close Date: 5/4/20

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 706427

Solicitation Description : Addendum No.1 ANNUAL AUDIT FOR THE PDC'S THROUGH OUT WV

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-04 13:30:00	SR 0221 ESR05042000000006403	1

VENDOR
000000173172 BHM CPA GROUP INC

Solicitation Number: CRFQ 0221 PDS2000000002

Total Bid : \$240,000.00 **Response Date:** 2020-05-04 **Response Time:** 12:40:44

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Doyle
 (304) 558-3905
 mark.a.doyle@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 Audit cost for FY20 for all Circuit locations				\$60,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Total Audit cost for FY21 for all Circuit locations				\$60,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description : Optional Renewal Year 2
Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Total Audit cost for FY22 for all Circuit locations				\$60,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description : Optional Renewal Year 3
Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Total Audit cost for FY23 for all Circuit locations				\$60,000.00

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description : Optional Renewal Year 4
Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.



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: 706427

Doc Description: ANNUAL AUDIT FOR THE PDC'S THROUGH OUT WV

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-14	2020-05-04 13:30:00	CRFQ 0221 PDS2000000002	1

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:

BHM CPA Group, Inc.
 PO Box 325
 Huntinton, WV 25708
 304-521-2648

FOR INFORMATION CONTACT THE BUYER

Mark A Doyle
 (304) 558-3905
 mark.a.doyle@wv.gov

Signature X  FEIN # 31-1413363 DATE 05-04-2020

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

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Public Defender Services, a West Virginia executive agency, to establish a contract for Professional Auditing Services per the bid requirements, specifications and terms and conditions attached hereto.

SERVICE TO		BILL 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 Audit cost for FY20 for all Circuit locations				\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

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

SERVICE TO		BILL 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 Audit cost for FY21 for all Circuit locations				\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 2

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Total Audit cost for FY22 for all Circuit locations				\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 3

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Total Audit cost for FY23 for all Circuit locations				\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 4

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

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: 04/20/2020 @10:00 A.M.

Submit Questions to: **Melissa Pettrey, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@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: Public Defender Services Annual Audit
BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ PDS2000000002
BID OPENING DATE: 05/04/2020
BID OPENING TIME: 1:30 P.M.
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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: 05/04/2020 @ 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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: **Initial Contract Term:** This Contract becomes effective on UPON AWARD and extends for a period of (1) ONE 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to (3) Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$500,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. 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.

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: 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.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR 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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 01/09/2020

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.

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____
Contractor's License No.: WV- _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

- a. Required Information. The subcontractor list must contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
 - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
 - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

Michael A. Balestra, VP

(Name, Title)
Michael A. Balestra, VP/Director

(Printed Name and Title)
PO Box 325, Huntington, WV 25708

(Address)
304-521-2648

(Phone Number) / (Fax Number)
mike.balestra@bhmcpagroup.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.

BHM CPA Group , Inc.

(Company)

Michael A. Balestra, VP

(Authorized Signature) (Representative Name, Title)

Michael A. Balestra, VP/Director

(Printed Name and Title of Authorized Representative)

05-04-2020

(Date)

(304-521-2648) (888-900-1264)

(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)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.

BHM CPA Group, Inc.

Company


Authorized Signature

05-04-2020

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: BHM CPA Group, Inc.

Authorized Signature: *Michael C. Bechtel* Date: 05-01-2020

State of Ohio

County of Pike, to-wit:

Taken, subscribed, and sworn to before me this 1 day of May, 2020.

My Commission expires 12-23, 2020.



NOTARY PUBLIC *Charles D. [Signature]*

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.”

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 2020”** means the period of time commencing on the date of July 1, 2019 and ending on the date of June 30, 2020.

 - 2.4 **“GASB”** means the Governmental Accounting Standards Board.

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

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

REQUEST FOR QUOTATION
Professional Auditing Services

- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. 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 at least 3 years' 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. The firm must be independent and licensed to practice in West Virginia.
- 4.2. All directors, principals or partner equivalents on the engagement must be licensed CPA's with at least 5 years of audit experience with governmental entities. All manager level employees on this engagement must be CPA's with 3 years of experience on governmental engagements. The state agency retains the right to approve or reject replacements based upon their qualifications, experience or performance.
- 4.3. The firm must have experience auditing/consulting with 3 different state (does not have to be West Virginia) government entities (agencies) over the past 5 years. The firm must submit a list of those state audits/consulting engagements.
- 4.4. The firm shall submit a statement that they have not failed their 2 most recent AICPA Peer Reviews of their audit/accounting practice and submit the most recent review with their proposal.
- 4.5. The firm must have at least 7 licensed CPA's on staff within the audit firm that are strictly audit and not tax professionals. This insures we have a firm that has a breadth of experience that we are looking for and can substitute engagement members should turnover occur. At least 5 of these audit professionals must all be in the same location and cannot be spread amongst other firm locations.
- 4.6. The firm must not have had a final audit issued by the proposing firm that had to be reissued due to material errors or omissions discovered by West Virginia Financial Accounting and Reporting Section or other West Virginia state agency two times or more.
- 4.7. The firm must provide a statement that they are a member in good standing of the AICPA's Governmental Audit Quality Center.
- 4.8 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
Professional Auditing Services

4.8.1 Services

4.8.1.1 An audit is to be performed, and a report is to be prepared, with respect to each public defender corporation for FY2020 that is identified below. The amount of the grant of general revenue funds made by Public Defender Services to the public defender corporations during FY2020 is also set forth.

1 st Judicial Circuit	Brook, Hancock & Ohio	\$ 1,120,722
2 nd Judicial Circuit	Marshall, Tyler & Wetzel	\$ 471,359
4 th Judicial Circuit	Wood & Wirt	\$ 1,398,844
5 th Judicial Circuit	Calhoun, Jackson, Mason & Roane	\$ 942,413
6 th & 24 th Judicial Circuit	Cabell & Wayne	\$ 1,748,622
7 th Judicial Circuit	Logan	\$ 636,857
8 th Judicial Circuit	McDowell	\$ 447,417
9 th Judicial Circuit	Mercer	\$ 922,057
10 th Judicial Circuit	Raleigh	\$ 1,217,896
11 th Judicial Circuit	Greenbrier & Pocahontas	\$ 603,137
12 th Judicial Circuit	Fayette	\$ 557,091
13 th Judicial Circuit	Kanawha	\$ 3,041,888
15 th Judicial Circuit	Harrison	\$ 1,034,053
18 th Judicial Circuit	Preston	\$ 417,148
23 rd Judicial Circuit	Berkeley, Jefferson & Morgan	\$ 2,602,529
25 th Judicial Circuit	Boone & Lincoln	\$ 754,314
28 th Judicial Circuit	Nicholas	\$ 333,045
30 th Judicial Circuit	Mingo	\$ 560,634

4.8.1.2 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 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.

REQUEST FOR QUOTATION
Professional Auditing Services

4.8.2 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:

4.8.2.1 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.

4.8.2.2 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.

4.8.3 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 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.

REQUEST FOR QUOTATION
Professional Auditing Services

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 be for FY20 only. FY21, FY22, and FY23 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 included herein 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 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:

REQUEST FOR QUOTATION
Professional Auditing Services

- 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.
 - 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.

REQUEST FOR QUOTATION
Professional Auditing Services

11. MISCELLANEOUS:

11.1. Prior Fiscal Year Audits

- 11.1.1.** The audits of the public defender corporations for the fiscal years 2010 through 2019 can be viewed at the following link:

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

11.2. Records

- 11.2.1.** 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.

11.3. Accounting Systems

- 11.3.1.** 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.

11.4. Employees

- 11.4.1.** 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.

REQUEST FOR QUOTATION
Professional Auditing Services

11.5. 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: Michael A. Balestrea
Telephone Number: 304-521-2648
Fax Number: 888-900-1264
Email Address: mike.balestra@bhmcpgroup.com

Exhibit A - Pricing Page

	Cost per Year	Optional Renewal Cost per Year	Optional Renewal Cost per Year	Optional Renewal Cost per Year
Breakdown by Circuit:	FY20	FY21	FY22	FY23
1st Judicial Circuit - Brook, Hancock & Ohio	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
2nd Judicial Circuit - Marshall, Tyler & Wetzel	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4th Judicial Circuit - Wood & Wirt	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
5th Judicial Circuit - Calhoun - Jackson - Mason & Roane	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
6th & 24th Judicial Circuit - Cabell & Wayne	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
7th Judicial Circuit - Logan	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8th Judicial Circuit - McDowell	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
9th Judicial Circuit - Mercer	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
10th Judicial Circuit - Raleigh	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
11th Judicial Circuit - Greenbrier & Pocahontas	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
12th Judicial Circuit - Fayette	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
13th Judicial Circuit - Kanawha	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
15th Judicial Circuit - Harrison	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
18th Judicial Circuit - Preston	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
23rd Judicial Circuit - Berkeley - Jefferson & Morgan	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
25th Judicial Circuit - Boone & Lincoln	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
28th Judicial Circuit - Nicholas	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
30th Judicial Circuit - Mingo	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Yearly Totals	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
Overall Total Cost of all 4 years (for evaluation purposes)	\$ 240,000.00			
*Optional 17th Judicial Circuit - Monongalia County	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Yearly Totals with Optional Circuit	\$ 243,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Overall Total Cost of all 4 years (for evaluation purposes) (with optional 17th Circuit)	\$ 252,000.00			

*We anticipate opening an office in Morgantown within the term of this contract.

Vendor should not alter pricing page and should fill out pricing page as is. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.

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>
Michael A. Balestra	Yes	40 years Government Audit Experience
Brenden D. Balestra	Yes	20 Years Government Audit Experience
Paul Rennick	Yes	40 years Government Audit Experience
Zach Holbert	Yes	20 Years Government Audit Experience
Jeff Harr	Yes	40 years Government Audit Experience
Amanda Pridemore	Yes	20 Years Government Audit Experience
Doug Mayr	Yes	30 Years Government Audit Experience
Tim Loper	No	20 years Government Audit Experience
David Michael	No	5 years Government Audit Experience
Robert Thurman	No	10 years Government Audit Experience
Zach Shuggert	No	2 years Government Audit Experience
Makayla Coffee	No	2 years Government Audit Experience
Joshua Michalski	Yes	2 months Government Audit Experience

No interns will be used on this contract

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: BHM CPA Group, Inc.

Authorized Signature:  Date: 05-01-2020

State of Ohio

County of Pike, to-wit:

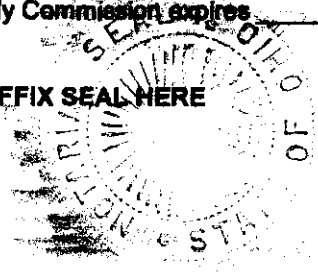
Taken, subscribed, and sworn to before me this 1 day of May, 2020.

My Commission expires 12-23, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC







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: 706427

Doc Description: ANNUAL AUDIT FOR THE PDC'S THROUGH OUT WV

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-14	2020-05-04 13:30:00	CRFQ 0221 PDS2000000002	1

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:
 BHM CPA Group, Inc.
 PO Box 325
 Huntington, WV 25708
 304-5214-2648

FOR INFORMATION CONTACT THE BUYER

Mark A Doyle
 (304) 558-3905
 mark.a.doyle@wv.gov

Signature X  FEIN # 31-1413363 DATE 05-04-2020

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Public Defender Services, a West Virginia executive agency, to establish a contract for Professional Auditing Services per the bid requirements, specifications and terms and conditions attached hereto.

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 Audit cost for FY20 for all Circuit locations				\$60,000

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 Audit cost for FY21 for all Circuit locations				\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 2

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

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 Audit cost for FY22 for all Circuit locations				\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 3
Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

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
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Total Audit cost for FY23 for all Circuit locations				\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 4
Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

PDS2000000002	Document Phase Final	Document Description ANNUAL AUDIT FOR THE PDC'S THROUGH OUT WW	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 706427

Doc Description: Addendum No.1 ANNUAL AUDIT FOR THE PDC'S THROUGH OUT WV

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-22	2020-05-04 13:30:00	CRFQ 0221 PDS2000000002	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:

BHM CPA Group, Inc.
 PO Box 325
 Huntington, WV 25708
 304-521-2648

FOR INFORMATION CONTACT THE BUYER

Mark A Doyle
 (304) 558-3905
 mark.a.doyle@wv.gov

Signature X  FEIN #
 All offers subject to all terms and conditions contained in this solicitation

31-1413363

DATE 05-04-2020

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Public Defender Services, a West Virginia executive agency, to establish a contract for Professional Auditing Services per the bid requirements, specifications and terms and conditions attached hereto.

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 Audit cost for FY20 for all Circuit locations	0.00000			\$60,000

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 Audit cost for FY21 for all Circuit locations	0.00000			\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 2

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 Audit cost for FY22 for all Circuit locations	0.00000			\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 3
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 Audit cost for FY23 for all Circuit locations	0.00000			\$60,000

Comm Code	Manufacturer	Specification	Model #
93151607			

Extended Description :

Optional Renewal Year 4
Vendors should fill out Exhibit A - Pricing Page and include as an attachment with your bid.

SOLICITATION NUMBER: PDS2000000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as PDS2000000002 ("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:

1. To move publish vendor technical questions and agency responses.

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.

Public Defender Services
Audit Services CRFQ 0221 PDS200000002
Questions & Answers

- 1) Is the auditor expected to prepare the financial statements for any of the 18 Judicial Circuits as part of this audit contract or as a separate contract?
 - A) The Public Defender Corporations (PDCs) and/or their accountants provide draft financial statements and MD&A to the auditors. The auditors are expected to review these documents and possibly make minor corrections.
- 2) Who prepares the financial statements, including all footnote disclosures for each of the 18 Judicial Circuits?
 - A) See #1
- 3) Section 4.8.1.2 states, "the auditor shall report on the public defender corporations' internal controls and compliance with the requirements that are set forth in the funding contracts executed by and between Public Defender Services and the public defender corporations" – The only reporting included in the prior year financial statements on the website is a standard report on internal control over financial reporting and on compliance and other matters required by Government Auditing Standards. – Can you please clarify whether this government auditing standards report is the required "reporting" to which you are referring?
 - A) YES, this is the required reporting. Additionally, the auditor will verify clients meet eligibility requirements by testing random case files. This is strictly limited to reviewing the eligibility affidavit form for financial compliance or that the PDC has been appointed to represent the client via a judicial representation order. The PDC will provide a list of internal case numbers for the auditor to select their test cases. The auditor will provide the PDC with a list of those cases and the PDC will provide/show the eligibility affidavit form or the judicial order. The auditor does not and will not have access to case files.
 - B) You can see the financial eligibility guidelines here: <https://pds.wv.gov/Voucher-Processing/Documents/FINANCIAL%20GUIDELINES%2010-1-13%20MEM.pdf>
 - C) You can see a sample eligibility affidavit form here: <https://pds.wv.gov/Voucher-Processing/Documents/EligAffid.pdf>
- 4) Section 4.1.3.1 of the RFQ 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". Typically an audit includes obtaining an understanding of internal controls over financial reporting and performing walkthroughs of key controls, but may or may not include testing those internal controls. Are you requiring testing of internal controls beyond the typical obtaining an understanding and performing walkthroughs?
 - A) See answer to Question 3.
- 5) What was the total amount paid to the previous CPA who performed these services for the year ending June 30, 2019; broken out by the base contract and additional billings for other services (including financial statement preparation).

**Public Defender Services
Audit Services CRFQ 0221 PDS200000002
Questions & Answers**

A) The total amount PDS paid to the auditor for FYE2019 was \$74,019.00. A few PDCs contracted with the auditor's separate accounting division for preparation of financial statements and/or assistance with required GASBs (example GASB 68 & 76). If a PDC chooses to contract with an entity for additional services, the PDC is responsible for the payment of those services. This is a local decision made by the PDCs based on their financial ability and relationship with their accountant and is separate from this agreement.

6) Was most of the audit work performed in person or remotely? Were required meetings conducted in person as noted in the RFQ or were some portion of those meeting conducted by remote technologies?

A) Most of the audit work is performed remotely, but it's expected that the auditor will visit each office if necessary or requested. Required meetings can be done remotely.

7) How were invoices submitted? To a central contact or to each individual Public Defenders Precinct? Are progress billings permitted under this contract?

A) The audit invoice is submitted to PDS once the audit is complete. Progress billings are not permitted under this contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PDS2000000002

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 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.

BHM CPA Group, Inc.

Company



Authorized Signature

05-04-2020

Date

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

Exhibit A - Pricing Page

	Cost per Year	Optional Renewal	Optional Renewal	Optional Renewal
	Cost per Year	Cost per Year	Cost per Year	Cost per Year
Breakdown by Circuit:	FY20	FY21	FY22	FY23
1st Judicial Circuit - Brook, Hancock & Ohio	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
2nd Judicial Circuit - Marshall, Tyler & Wetzel	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4th Judicial Circuit - Wood & Wirt	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
5th Judicial Circuit - Calhoun - Jackson - Mason & Roane	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
6th & 24th Judicial Circuit - Cabell & Wayne	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
7th Judicial Circuit - Logan	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8th Judicial Circuit - McDowell	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
9th Judicial Circuit - Mercer	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
10th Judicial Circuit - Raleigh	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
11th Judicial Circuit - Greenbrier & Pocahontas	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
12th Judicial Circuit - Fayette	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
13th Judicial Circuit - Kanawha	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
15th Judicial Circuit - Harrison	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
18th Judicial Circuit - Preston	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
23rd Judicial Circuit - Berkeley - Jefferson & Morgan	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
25th Judicial Circuit - Boone & Lincoln	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
28th Judicial Circuit - Nicholas	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
30th Judicial Circuit - Mingo	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Yearly Totals	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
Overall Total Cost of all 4 years (for evaluation purposes)	\$ 240,000.00			
*Optional 17th Judicial Circuit - Monongalia County	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Yearly Totals with Optional Circuit	\$ 243,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Overall Total Cost of all 4 years (for evaluation purposes) (with optional 17th Circuit)	\$ 252,000.00			

*We anticipate opening an office in Morgantown within the term of this contract.

Vendor should not alter pricing page and should fill out pricing page as is. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.