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Header 1

List View

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

Procurement Folder: 1361009

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000202390

Legal Name: SUTTLE & STALNAKER PLLC

Alias/DBA:

Total Bid: \$379,500.00

Response Date: 02/06/2024

Response Time: 16:19

Responded By User ID: Dflint14

First Name: Diane

Last Name: Flint

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Phone: 304-343-4126

SO Doc Code: CRFQ

SO Dept: 0704

SO Doc ID: INS2400000003

Published Date: 2/1/24

Close Date: 2/7/24

Close Time: 13:30

Status: Closed

Solicitation Description: Audit Service for Fiscal Year 2024

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Audit Services 2024				87000.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Commodity Line Comments:

Extended Description:

To audit the financial records and statements of the agency.
For fiscal year 2024

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Audit Services 2025				92000.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Commodity Line Comments:

Extended Description:

To audit the financial records and statements of the agency.
For fiscal year 2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Audit Services 2026				97500.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Commodity Line Comments:

Extended Description:

To audit the financial records and statements of the agency.
For fiscal year 2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Audit Services 2027				103000.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Commodity Line Comments:

Extended Description:

To audit the financial records and statements of the agency.
For fiscal year 2027

COMMITMENT TO SERVE

**The West Virginia
Offices of the Insurance Commissioner**



A Professional Limited Liability Company

The West Virginia Offices of the Insurance Commissioner

Audit Services

Response to Request for Quotation
RFQ Number INS2400000003

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

Contact Person:



Natalie Luppold, CPA, CISA, CITP, CRCM, Member
NLuppold@suttlecpas.com

February 6, 2024

TRANSMITTAL LETTER

February 6, 2024

The West Virginia Offices of the Insurance Commissioner
900 Pennsylvania Avenue
Charleston, West Virginia 25302

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

In addition to serving as the OIC's auditors for fourteen years and as auditors for the West Virginia Workers' Compensation Commission (Division) for the six years prior to that, Suttle & Stalnaker, PLLC, has served on the single audit team for the State of West Virginia since 1986, and is extremely knowledgeable of State government operations. Suttle & Stalnaker, PLLC is excited about assisting the OIC, and will manage all services from our Charleston office.

The team which we have assembled to serve the OIC has a long-standing relationship with the OIC, which means that we know and understand the difficult issues and how to address them. Our primary team members are located in Charleston, West Virginia, providing the OIC with **local access** to their professional accounting firm and team members if management advisory services are needed. These primary team members have extensive technical knowledge of and experience with the OIC, and will be available at your request. Our commitment to you is further evidenced by the fact that various members of our team have continued to provide valuable advice, support and consultations even when not under contract.

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

Selecting the Suttle & Stalnaker, PLLC team to serve the OIC provides you with a number of important advantages:

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

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

The Rivers Office Park
200 Star Avenue
Suite 220
Parkersburg, WV 26101

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

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

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

The Somerville Building
501 5th Avenue
Suite 1
Huntington, WV 25701

MAIN (304) 525-0301
FAX (304) 522-1569

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

- The West Virginia Offices of the Insurance Commission
- West Virginia Workers' Compensation Division
- West Virginia Consolidated Public Retirement Board
- West Virginia Bureau of Employment Programs
- West Virginia Department of Transportation
- West Virginia Regional Jail Authority
- West Virginia Regional Jail and Correctional Facility Authority
- West Virginia Parkways Authority
- West Virginia Public Employees Insurance Agency
- West Virginia Division of Highways
- State of West Virginia - Single Audit
- West Virginia Lottery

In addition, our team members have provided extensive services for the OIC and/or the State of West Virginia, including but not limited to the following:

- West Virginia Workers' Compensation Division employer field audits
- Service on the GASB 34 Implementation task force
- Single Audit for State of West Virginia
- Cost Allocation Services
- Provider Audits for the Department of Health
- Consulting Services for Consolidated Public Employees Retirement
- Audit/Consulting Services for PEIA
- Audit/Consulting Services for the West Virginia Board of Risk & Insurance Management
- Audit/Consulting Services for other Departments, Division, and Component Units of the State of West Virginia

➤ **Understanding significant issues.** As an example of Suttle & Stalnaker, PLLC's commitment to helping resolve significant issues before they become problems, Suttle & Stalnaker, PLLC served in an advisory capacity on the State of West Virginia GASB 34 implementation task force. In addition, we are already very familiar with key issues, including the history of and status of the workers' compensation deficit, and numerous issues underlying the estimated liability for unpaid claims and claim adjustment expenses. We also helped the OIC navigate a number of extremely complex issues related to the transition of the Workers' Compensation Commission to a private entity, with the remaining "Old Fund" as well as new funds created becoming part of the OIC. In 2008, the OIC changed the third party administrators (TPAs) for claims processing from BrickStreet to three new processors. Suttle & Stalnaker, PLLC worked with OIC personnel to manage the audit process so as to allow us to obtain the audit evidence needed to complete the audit with a minimum of disruption to the ongoing transition to the new TPA's. Similarly, when the OIC engaged new actuarial consultants, we worked smoothly with them without disruption to the audit process. Our team will be in the best position to ensure that there is appropriate consistency in the approach to estimating the liability for unpaid claims and claim adjustment expenses.

- **Experienced engagement team leadership.** As a demonstration of our commitment to the OIC, Natalie Luppold will continue to be a member of your team as engagement member. Natalie is a “hands-on” member/partner, who has served the OIC/Workers’ Compensation Division for sixteen years, and has over 17 years of experience, including significant time devoted to government and not-for-profit clients. **Key engagement team members listed in this proposal also served on the prior audit team.**
- **Nationally Recognized Actuarial Support.** We have secured a commitment from Paul Kinson at Liscord, Ward, & Roy, Inc. to perform the review of the estimated liability for unpaid claims and claim adjustment expenses. Mr. Kinson has over forty years experience, including recent previous experience with the West Virginia Workers’ Compensation liabilities, including serving as actuarial support on 3 audits of the OIC/Workers’ Compensation Commission. Mr. Kinson is a Member of the American Academy of Actuaries and an Associate of the Casualty Actuarial Society.
- **Training.** Our commitment to training our staff to effectively serve the governmental market is demonstrated by the fact that virtually all of our audit staff are trained in governmental auditing and accounting.
- **Membership in Allinial Global (Allinial).** Allinial Global includes over 100 member firms throughout the United States, Canada, and Mexico. Allinial offers a network of experience and expertise covering a wide range of industries and client services on a regional, national and international basis. Allinial is considered the premier professional association for independent CPA firms.
- **Membership in AICPA Audit Quality Centers.** The Firm belongs to the Governmental Audit Quality Center, the Center for Audit Quality, and the Employee Benefit Plans Audit Quality Center, all established by the American Institute of Certified Public Accountants. Membership in the audit quality centers requires specific rigorous policies and procedures regarding quality control, education and training, and provides the Firm with additional resources from the Centers in the form of webcasts, email blasts and technical support from the Centers’ websites or telephone access to Center personnel.
- **Technology.** Suttle & Stalnaker, PLLC uses extensive automated techniques in their client service plans and will work with the OIC to provide electronic copies of needed files in the format designated by the OIC.
- **Continuous communication** about new ideas, opportunities, vulnerabilities, and management issues with key management personnel to invigorate thinking and action, and giving you access to the professional and regulatory information and intelligence you need year-round.
- **Competitive fees.** Our record is one of providing high quality services for a fair fee. Our audit approach, our use of technology, and our people all work together for this goal.
- **Unmatched commitment to the State of West Virginia.** Suttle & Stalnaker, PLLC has demonstrated their commitment to the State of West Virginia being part of the State’s business community for over 50 years.

By selecting the Suttle & Stalnaker, PLLC team you will not incur the hidden, but very real costs to the OIC as your staff incurs additional time to educate new accountants. Because of our years of experience in serving the OIC and the State of West Virginia, we do not have to learn your operations.

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

Very truly yours,

A handwritten signature in cursive script that reads "Suttle & Stalnaker, PLLC". The signature is written in black ink and is positioned above the printed name of the firm.

Suttle & Stalnaker, PLLC

QUALIFICATIONS PER SPECIFICATIONS
SECTION 3 OF THE RFQ

SPECIFICATIONS

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall meet or exceed the minimum qualifications. Qualifications will be verified with the West Virginia Board of Accountancy or other licensing bodies where applicable. Bid submissions not meeting the mandatory specifications and qualifications will be disqualified. The minimum qualifications are as follows:

3.1. The firm must be independent and licensed to practice in West Virginia.

Vendor Response:

LICENSE TO PRACTICE IN WEST VIRGINIA

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

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

Suttle & Stalnaker, PLLC meets all requirements imposed by the State of West Virginia and other local laws, rules and regulations, and are registered resident vendors authorized to transact business with the State of West Virginia.



State of West Virginia
West Virginia Board of Accountancy
405 Capitol Street, Suite 908
Charleston, WV 25301-1744
(304) 558-3557

The entity listed below was issued a
FIRM PERMIT
for the period beginning
JULY 1, 2023 THROUGH JUNE 30, 2024

F0090A
SUTTLE & STALNAKER PLLC
1411 VIRGINIA ST E STE 100
CHARLESTON WV 25301-3086


Board President


Executive Director



State of West Virginia
West Virginia Board of Accountancy
405 Capitol Street, Suite 908
Charleston, WV 25301-1744
(304) 558-3557

*The entity listed below was issued an
**Authorization to Perform
Attest and/or Compilation Services**
for the period beginning
JULY 1, 2023 THROUGH JUNE 30, 2024*

F0090A
SUTTLE & STALNAKER PLLC
1411 VIRGINIA ST E STE 100
CHARLESTON WV 25301-3086


Board President


Executive Director

3.2. 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.

Vendor Response:

PERSONNEL QUALIFICATIONS AND EXPERIENCE

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

The following individuals will have responsibility to ensure that our services meet your requirements. Their CPA licenses included below, and their resumes are included in section 3.10.

Natalie Luppold, CPA, CITP, CISA, CRCM

Natalie Luppold, CPA, CITP, CISA, CRCM, Member, will serve as Engagement Member. She will be responsible for the direct supervision of the engagement, including ensuring that all professional standards are met. She will act as a direct liaison between Suttle & Stalnaker, PLLC and your personnel during the engagement and throughout the year. She has over 17 years of experience, the largest portion of which has been spent on the 2016 through 2023 and 2006 through 2011 OIC audits. She had also worked on audits of governmental entities and several state-run high risk health insurance pools.

Name: Natalie Luppold, CPA, CITP, CISA, CRCM, Member
Address: Suttle & Stalnaker, PLLC
The Virginia Center, Suite 100
1411 Virginia Street East
Charleston, West Virginia 25301
Telephone: (304) 720-3117 direct

(304) 343-4126 main
Fax: (304) 343-8008
Email: nluppold@suttlecpas.com

Chris Lambert, CPA, CGMA, CCIFP

Chris Lambert will serve as Independent Review Member, performing a cold review of the financial statements to provide additional assurance that the financial statements are free of material error and that disclosures are adequate. He served as Independent Review Member to the OIC in 2020 through 2023. He has served as engagement member for numerous governmental and not-for-profit organizations. He has over 32 years experience in auditing governmental entities, nonprofit organizations, and programs, including serving as engagement member for West Virginia Division of Highways from 2017 to 2023. He has also served as engagement member for the audits of the West Virginia Racing Commission, the West Virginia Parkways Authority, and the West Virginia Division of Corrections and Rehabilitation.





Sarah Crouse, CPA

Sarah Crouse, a Senior Manager, will be responsible for supervising staff assigned during the course of the engagement and executing the engagement plan. She is a Senior Manager who works primarily in the audit, accounting, and consulting areas of Suttle & Stalnaker, PLLC. Her responsibilities include, but are not limited to, carrying out engagement plans, supervising other staff and senior accountants, communication with clients during the course of the fieldwork, and completion of final reports. Sarah's over 13 years of experience include auditing West Virginia Offices of the Insurance Commissioner as well as the West Virginia Educational Broadcasting Authority, West Virginia Council for Community and Technical Colleges, Fairmont State University, and Pierpont Community and Technical College.

Joshua Sharp, CPA

Josh Sharp, an Audit Manager will be responsible for supervising staff assigned during the course of the engagement and executing the engagement plan. He works primarily in the audit, accounting, and consulting areas of Suttle & Stalnaker, PLLC. His responsibilities include, but are not limited to, carrying out engagement plans, supervising other staff and senior accountants, communication with clients during the course of the fieldwork, and completion of final reports. Josh's recent experience includes auditing the West Virginia Offices of the Insurance Commissioner, West Virginia Economic Development Authority, Fairmont State University, Pierpont Community and Technical College, and Southern Community and Technical College.

CPA Licenses

 <p>State of West Virginia West Virginia Board of Accountancy 403 Capitol Street, Suite 909 Charleston, WV 25301-1744 (304) 558-3557</p> <p>The person indicated below is licensed as a CERTIFIED PUBLIC ACCOUNTANT for the period beginning JULY 1, 2023 THROUGH JUNE 30, 2024</p> <p>WV085010 NATALIE CHRISTINA LUPPOLD SUTTLE & STALNAKER PLLC 1411 VIRGINIA ST E STE 100 CHARLESTON WV 25301-3086</p> <p><i>Natalie Lupold</i> Board President</p>	 <p>State of West Virginia West Virginia Board of Accountancy 403 Capitol Street, Suite 909 Charleston, WV 25301-1744 (304) 558-3557</p> <p>The person indicated below is licensed as a CERTIFIED PUBLIC ACCOUNTANT for the period beginning JULY 1, 2023 THROUGH JUNE 30, 2024</p> <p>WV082012 CHRISTOPHER S LAMBERT SUTTLE & STALNAKER PLLC 1411 VIRGINIA ST E STE 100 CHARLESTON WV 25301-3086</p> <p><i>Christopher Lambert</i> Board President</p>	 <p>State of West Virginia West Virginia Board of Accountancy 403 Capitol Street, Suite 909 Charleston, WV 25301-1744 (304) 558-3557</p> <p>The person indicated below is licensed as a CERTIFIED PUBLIC ACCOUNTANT for the period beginning JULY 1, 2023 THROUGH JUNE 30, 2024</p> <p>WV085040 SARAH ELIZABETH CROUSE SUTTLE & STALNAKER PLLC 1411 VIRGINIA ST E STE 100 CHARLESTON WV 25301-3086</p> <p><i>Sarah Crouse</i> Board President</p>	 <p>State of West Virginia West Virginia Board of Accountancy 403 Capitol Street, Suite 909 Charleston, WV 25301-1744 (304) 558-3557</p> <p>The person indicated below is licensed as a CERTIFIED PUBLIC ACCOUNTANT for the period beginning JULY 1, 2023 THROUGH JUNE 30, 2024</p> <p>WV085044 JOSHUA AARON SHARP SUTTLE & STALNAKER PLLC 1411 VIRGINIA ST E STE 100 CHARLESTON WV 25301-3086</p> <p><i>Joshua Sharp</i> Board President</p>
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3.2.1. Subordinates or support staff must be supervised by a licensed CPA.

Vendor Response:

ADDITIONAL STAFF

Additional staff will be assigned as necessary. Any professional staff will have at least a college degree from an accredited four-year college, and will be supervised by a licensed CPA. Suttle & Stalnaker, PLLC continually strives to hire the best personnel available to serve our clients.

3.2.2. No change in personnel assigned to the project will be permitted without the written approval of the Insurance Commissioner or his/her designee.

Vendor Response:

ABILITY TO MAINTAIN QUALITY OF STAFF

In preparing and planning for the future success of Suttle & Stalnaker, PLLC and in an effort to provide our clients with the highest quality professional services, Suttle & Stalnaker, PLLC has implemented various personnel policies and programs to allow each individual the flexibility to establish personal work commitments, continuing education goals, and career goals while ensuring that our commitments to our clients are met. This flexibility in today's work environment has been an instant success in helping to attract dynamic career oriented personnel dedicated to achieving success for our clients. **The direct results of this program for Suttle & Stalnaker, PLLC have been a significantly lower turnover than other firms in public accounting.** During the last three years we have had less than 10% turnover experience. This results in an increased ability to assign a core group of the same individuals to recurring engagements, thus improving client service, and effectiveness. However, over the course of the engagement, there may well be a need to change staff assigned to the engagement. We believe our hiring, promotion, and personnel assignment policies and practices will ensure the quality of staff assigned to the engagement. If any supervisory staff or specialists need to be changed during the engagement, we will provide the appropriate representative of the WVOIC a resume similar to the ones included in this proposal, to ensure that the WVOIC agrees that the new person is suitable for the engagement based on their qualifications, experience and performance.

3.3. 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.

3.3.1. This experience includes Governmental Accounting Standards (GASB).

Vendor Response:

FIRM QUALIFICATIONS AND EXPERIENCE

Suttle & Stalnaker, PLLC (S&S), Certified Public Accountants, has offices located at 1411 Virginia Street East, The Virginia Center, Suite 100, Charleston, West Virginia 25301; 501 5th Avenue, The Somerville Building, Suite 1, Huntington, West Virginia 25701; 453 Suncrest Towne Centre Drive, The Suncrest Towne Centre, Suite 201, Morgantown, West Virginia 26505; and at 200 Star Avenue, The Rivers Office Park, Suite 220, PO Box 150, Parkersburg, West Virginia 26102. **The Firm currently consists of the following personnel: members/partners - 17, managers, seniors and staff accountants - 67, support staff - 16. We have 47 accounting professionals on staff that hold a CPA certificate in West Virginia.** Currently there are approximately 15 individuals in our governmental audit staff. The work performed will be coordinated by our Charleston office. We anticipate 4 to 5 full-time personnel assigned to the engagement. Various members and employees of the Firm are members of the American Institute of Certified Public Accountants, the West Virginia Society of Certified Public Accountants, Government Finance Officers' Association, and other professional organizations. **Suttle & Stalnaker, PLLC has been in business since 1973 and has performed governmental audits for over 50 years.**

We are experienced in and perform a full range of activities. Our professionals are organized according to their functional discipline: accounting and auditing, tax and tax consulting, and management consulting. We consider ourselves business advisors who not only solve problems but also prevent them.

STATE OF WEST VIRGINIA, OIC AND WORKERS' COMPENSATION COMMISSION (DIVISION)

Suttle & Stalnaker, PLLC audited the OIC's financial statements from 2016-2023, 2006-2011 and the Workers' Compensation Commission (Division) for the six years prior to that, often providing services significantly exceeding the normal audit procedures to address a variety of issues as they arose. For the year ending June 30, 2015, we provided compilation services for the OIC. In addition, Suttle & Stalnaker, PLLC has a long history of serving the State of West Virginia and the OIC/Workers' Compensation Commission (Division), having served virtually every major division and department in some capacity, including participating as a joint venturer/subcontractor in every Single Audit of the State of West Virginia.

Other engagements with the State of West Virginia have included auditing component units, divisions or programs to be incorporated into the State of West Virginia's Comprehensive Annual Financial Reports. These engagements have included the West Virginia Division of Highways, West Virginia Department of Transportation, several state colleges and the West Virginia Economic Development Authority. These engagements demonstrate our ability to meet the time parameters required by the Department of Administration's Financial and Reporting Section, as well as our ability to effectively and efficiently complete audits in complex State environments.

Suttle & Stalnaker, PLLC also performed a significant number of employer field audits for the Workers' Compensation Division from 1997 to 2000. In this capacity, we consistently demonstrated our ability to complete the assigned audits producing a quality product in the time frames needed by the Workers' Compensation Division.

OUR GOVERNMENT AND NONPROFIT PRACTICE

Suttle & Stalnaker, PLLC has specialized in governmental and nonprofit agency auditing and accounting for over 50 years. This segment currently makes up the largest industry concentration of our audit practice, with our professional staff spending well over 25,000 hours per year on audits of governmental and nonprofit entities and programs. Virtually all of the governmental audits are for financial statements prepared in accordance with accounting standards promulgated by the Governmental Accounting Standards Board (GASB). Every member of our audit staff has both training and experience in governmental and nonprofit accounting and auditing.

The State of West Virginia and its departments, divisions, and component units are the cornerstone of our government practice. Through a joint venture, we participate in the audit of the State of West Virginia's financial statements, and perform extensive work related to the requirements of the Single Audit Act and Office of Management and Budget's Circular A-133. In addition, Suttle & Stalnaker, PLLC personnel provided assistance with the State's GAAP conversion project and initial Comprehensive Annual Financial Report. Our Firm has served numerous other governmentally and nonprofit funded clients and similar entities requiring audits in accordance with *Government Auditing Standards*, developing a strong reputation for providing quality services in the West Virginia market. This preeminence in governmental and nonprofit services is not the result of casual experience acquired through an on-going accounting practice. Rather, it results from the commitment of our Firm to the highest standards of service in the governmental and nonprofit sector.

GFOA CERTIFICATE OF EXCELLENCE EXPERIENCE

Only a few entities in West Virginia have applied for and obtained a GFOA Certificate of Excellence in Financial Reporting. We have worked with the City of Charleston, West Virginia Parkways Authority, West Virginia Division of Highways, the West Virginia Consolidated Retirement Board, the West Virginia Public Employee's Insurance Agency and the West Virginia Lottery, all of whom successfully obtained the GFOA Certificate of Excellence. In addition, the State of West Virginia, our client through joint ventures with Ernst & Young, LLP and Deloitte & Touche, LLP, obtained the GFOA Certificate of Excellence. Also, Chris Dewese of our firm has served as a GFOA reviewer in the GFOA Certificate of Excellence program. As stated in the Suttle & Stalnaker, PLLC mission statement, we are continually striving to "provide world class professional services to quality clients by utilizing a team of dynamic individuals and advanced technology to achieve success for our clients and ourselves." If the OIC wishes to pursue a GFOA Certificate of Excellence in Financial Reporting, we will be pleased to assist.

CLIENTS SERVED

The following list illustrates Suttle & Stalnaker, PLLC's experience and diversity in serving governmental clients and similar entities:

- West Virginia Offices of the Insurance Commissioner
- West Virginia Workers' Compensation Division
- WORKFORCE West Virginia
- West Virginia Bureau of Employment Programs
- Division of Workers' Compensation - Employer Field Audits
- Single Audit of State of West Virginia, including the following:
 - Bureau of Employment Programs
 - Unemployment Insurance Programs

- Employment Services
- JTPA Programs
- WIA Programs
- West Virginia Development Office
 - Community Development Block Grant Program
- Department of Health and Human Resources
 - Temporary Assistance for Needy Families
 - Social Services Block Grant
 - Low Income Housing and Emergency Assistance
 - Women's, Infant's and Children's
 - Foster Care - Title IV
 - Child Care Development Fund
 - Substance Abuse
 - Child Support Enforcement
 - Medicaid
 - Food Stamp Cluster
- Department of Education
 - Child Nutrition Cluster
 - Office of Special Education
 - Vocational Education
 - Title I - Grants to Local Education Agencies
- Division of Environmental Protection
 - Office of Abandoned Mine Lands
 - Office of Surface Mining
 - Capitalization Grants for State Revolving Loan Funds
- West Virginia Lottery - Drawing Auditors
- West Virginia Lottery - Consultant regarding review of Video Lottery Licensees
- West Virginia Lottery - Financial Statements Audit
- West Virginia Water Pollution Control Revolving Fund
- Twelve County Boards of Education - Single Audits
- Systems and Controls Consulting for West Virginia Treasurer's Office
- West Virginia PEIA
- West Virginia PERS
- West Virginia Consolidated Public Retirement Board
- West Virginia Division of Corrections and Rehabilitation
- West Virginia Regional Jail and Correctional Facility Authority
- West Virginia Parkways Authority
- Southern West Virginia Community & Technical College
- Bluefield State College
- New River Community & Technical College
- Concord University
- West Virginia School of Osteopathic Medicine
- West Virginia University
- Marshall University
- Fairmont State College
- West Virginia State College
- BCKP Regional Intergovernmental Council - Single Audit

3.4. 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.

Vendor Response:

Suttle & Stalnaker, PLLC's two most recent peer reviews of our system of quality control performed by an independent CPA Firm in accordance with standards established by the American Institute of Certified Public Accountants was completed in 2020 and 2017, and **we received a pass rating with no deficiencies identified**. In accordance with peer review standards, the peer review included a review of selected specific governmental engagements. A copy of both of these reports are included on the following pages.



**Kelley Galloway
Smith Goolsby, PSC**
Certified Public Accountants and Advisors

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

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

• Web www.ksgscpa.com Member of GLOBAL.

Report on the Firm's System of Quality Control

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Ashland, Kentucky
December 14, 2020

Pikeville, KY

Cincinnati, OH



**Kelley Galloway
Smith Goolsby, PSC**

Certified Public Accountants and Advisors

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

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

• Web www.ksgscpa.com Member of **AICPA** GLOBAL.

Report on the Firm's System of Quality Control

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

We have reviewed the system of quality control for the accounting and auditing practice of Suttle and Stalnaker, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Suttle & Stalnaker, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Suttle & Stalnaker, PLLC has received a peer review rating of *pass*.

Kelley Galloway Smith Goolsby, PSC

Ashland, Kentucky
December 6, 2017

Pikeville, KY

Cold Spring, KY

Cincinnati, OH

3.5. 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.

Vendor Response:

Suttle & Stalnaker, PLLC has 47 licensed CPAs; 29 in our Charleston office of which 16 are audit professionals.

3.6. 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.

Vendor Response:

Suttle & Stalnaker, PLLC has not had to have two or more audits reissued due to material errors or omissions discovered by West Virginia Financial Accounting and Reporting Section or other West Virginia state agency.

3.7. The firm must provide a statement that they are a member in good standing of the AICPA's Governmental Audit Quality Center.

Vendor Response:

Suttle & Stalnaker, PLLC belongs to both the Governmental Audit Quality Center and the Employee Benefit Plans Audit Quality Center established by the American Institute of Certified Public Accountants. Membership in the audit quality centers requires specific rigorous policies and procedures regarding quality control, education and training, and provides the Firm with additional resources from the Centers in the form of webcasts, email blasts and technical support from the Centers' websites or telephone access to Center personnel. The Firm is currently a member in good standing of the AICPA's Governmental Audit Quality Center.

3.8. If subcontractors are used, the successful vendor must identify any subcontractors who will be used during the engagement and disclose the qualifications of each subcontractor or each person associated with subcontracted firm to the WVOIC. Any changes to subcontractors or subcontractor personnel must be submitted to the OIC for written approval of the Insurance Commissioner or his/her designee.

Vendor Response:

We have secured a commitment from Paul E. Kinson, of Liscord, Ward & Roy, Inc. (LWR) to perform the review of the estimated liability for unpaid claims and claim adjustment expenses. Mr. Kinson has over 40 years experience, including recent previous experience with the West Virginia Workers' Compensation liabilities, including serving as actuarial support on 3 audits of the OIC/Workers' Compensation Commission. Mr. Kinson is a Member of the American Academy of Actuaries and an Associate of the Casualty Actuarial Society.

If any subcontractor or subcontractor personnel need to be changed during the engagement, we will provide the appropriate representative of the WVOIC a resume similar to the ones included in this proposal, to ensure that the WVOIC agrees that the new person is suitable for the engagement based on their qualifications, experience and performance.

3.9. The successful vendor must have the necessary competency and experience, either independently, or through the use of subcontractors, to opine on the liability calculations derived by an independent consulting actuarial firm for the WVOIC's various workers' compensation funds. The competence and experience for the actuarial component of the work must be specifically related to workers' compensation liabilities and more fully defined below.

Vendor Response:

The subcontractor, LWR, will be engaged to review the loss and loss adjustment expense reserves. Paul E. Kinson has recent experience with the West Virginia Workers' Compensation liabilities, including serving as actuarial support on the previous 3 audits of the OIC/Workers' Compensation Commission.

3.9.1. To be considered as having the necessary competence for the purposes of Section 3.9, a minimum of one employee, member or associate of the successful firm (or subcontracting firm) assigned to this contract must currently be a Fellow or Associate of the Society of Actuaries (FSA) and/or a Member of the American Academy of Actuaries (MAAA).

Vendor Response:

Paul E. Kinson is a Member of the American Academy of Actuaries and an Associate of the Casualty Actuarial Society.

3.9.2. To be considered as having the necessary experience for purposes of Section 3.9, the vendor (or subcontracting firm) must assign at least one employee, member or associate to the project that has 3 or more years of Actuarial experience with workers' compensation claim loss reserve estimation and at least one employee with 2 or more years of experience in federal black lung claim loss estimation.

Vendor Response:

Mr. Kinson has over 40 years experience, including providing the actuarial review for estimated liability for unpaid claims and claim adjustment expenses for 3 audits of the OIC/Workers' Compensation Commission (Division) audits all of which included federal black lung claim loss estimation.

3.9.3. Vendor must disclose the names and experience of the individuals that will perform the actuarial component of the audit described in Section 3.9, and subsections 3.9.1 and 3.9.2. Vendor must obtain approval from WVOIC for the individuals named in response to this subsection prior to making any substitutions for the persons identified.

Vendor Response:

LWR has assigned the following individuals to the audit:

Paul E. Kinson, ACAS, MAAA, Liscord, Ward & Roy, Inc.

Paul E. Kinson has been providing independent actuarial consulting services since 1988. He is an Associate of the Casualty Actuarial Society and a Member of the American Academy of Actuaries. Mr. Kinson's responsibilities include a wide array of actuarial and operational issues. Current clients include insurers, state insurance departments, and law firms. Current services include reserves analysis, ratemaking, regulatory issues, expert witness testimony, and general insurance management. Mr. Kinson provides client services for all types of property and casualty insurance as well as providing life and health insurance assistance. A full bio is provided in section 3.10.

Chelsea Fimek, FCAS, MAAA, Liscord, Ward & Roy, Inc.

Chelsea Fimek has been providing independent actuarial consulting services since 2015. She is a Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries. Ms. Fimek's responsibilities include a wide array of actuarial and operational issues. A full bio is provided in section 3.10.

3.10. Compliance with experience requirements will be determined prior to contract awarded by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current resume which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

Vendor Response:

The following references are provided for your convenience.

Suttle & Stalnaker, PLLC

Melinda Kiss, CPA, CGMA,
Assistant Commissioner, Finance
West Virginia Offices of the Insurance
Commissioner
900 Pennsylvania Avenue
Charleston, WV 25302
304-558-6279 ext. 48488

Liscord, Ward & Roy, Inc.

Melinda Kiss, CPA, CGMA,
Assistant Commissioner, Finance
West Virginia Offices of the Insurance
Commissioner
900 Pennsylvania Avenue
Charleston, WV 25302
304-558-6279 ext. 48488

Misty Price, Vice Chancellor for Finance
and Facilities
West Virginia Higher Education Policy
Commission
1018 Kanawha Boulevard, Suite 700
Charleston, WV 25301
304-558-2101

John A. Arment
Director of Finance and Administration
Michigan Property & Casualty Guaranty
Association
(248) 482-0381 ext. 19
JArment@mpcga.org

Parrish French
West Virginia Parkways Authority
3310 Piedmont Road
Charleston, WV 25306
304-561-0523

Lucinda Butler
West Virginia Division of Multimodal
Transportation Facilities
PO Box 470
Moorefield, WV 26836
304-538-2305 ext. 12053



**NATALIE LUPPOLD, CPA, CISA, CITP, CRCM
Member**

Firm Responsibilities

Natalie Luppold is a member who works primarily in the audit and accounting areas of Suttle & Stalnaker, PLLC. Her responsibilities include, but are not limited to, carrying out audit plans, communication with clients during the course of the fieldwork, completion of final audit reports.

Experience

Natalie has over 17 years of experience during which time she has worked on several audit engagements that are similar to the client being proposed on:

- West Virginia Offices of the Insurance Commissioner
- West Virginia Department of Transportation - Division of Highways
- Internal, external, and compliance audits of several financial institutions
- Habitat for Humanity – Single Audit (HOME)
- Single Audit of West Virginia
- PRIDE Community Services, Inc. – Single Audit (CHDO)
- Coalfield Community Action Partnership – Single Audit
- Community Action of South Eastern West Virginia – Single Audit (CHDO)
- BCKP Regional Intergovernmental Council
- Tyler County Board of Education - Single Audit
- Roane County Board of Education - Single Audit
- Boone County Board of Education - Single Audit
- Engagement to evaluate cost sharing compliance with provisions of a federal program. Involved visiting 10 different states
- Engagement to test compliance with a specific new federal insurance program. Involved visiting approximately 20 states and testing a total of 27 State run programs and 1 federally run program

Natalie has worked on several IT specific engagements, including those testing controls, compliance and social engineering. Her experience includes working reviewing state agencies IT as well as working on several financial institution related engagements.

Education

Natalie graduated from Concord College with a bachelor of science degree in business administration and from West Virginia University with a masters of professional accountancy. She is a certified public accountant having received certificate number 5010 from the State of West Virginia. Additionally, Natalie is a Certified Information Systems Auditor (CISA) having received certificate number 15123340 from the international Information Systems Audit and Control Association and a certified information technology professional (CITP). Most recently, Natalie earned her Certified Regulatory Compliance Manager (CRCM) which is a credential regulated by the American Bankers Association for compliance with U.S. consumer banking laws and regulations.

NATALIE LUPPOLD, (Continued)

Professional Activities

Natalie is a member of the American Institute of Certified Public Accountants, West Virginia Society of Certified Public Accountants (WVSCPA), the Charleston Chapter of the West Virginia Society of Certified Public Accountants, Information Systems and Audit Control Association, and the AICPA Information Technology Section. Natalie is currently the President of the Charleston Chapter of the WVSCPA, President for Heart + Hand, and a board member of the ARC of the Three Rivers. Natalie previously served on the Board of two other local nonprofits. Additionally, Natalie is a graduate of Leadership West Virginia Class of 2022 and received a standing ovation award from the AICPA Technology Advisory Division for exemplary professional achievement in the area of Information Technology.

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
2020			
WV Society of CPAs	01/17/2020	Cabinet Meeting	4
Deloitte	02/26/2020	Thriving in volatile times: Strategies for a more resilient enterprise	1
True North Group	02/19/2020	Cybersecurity Awareness	1.5
Deloitte LLP	02/25/2020	Tech Trend 2020: A government perspective	1
ISACA	03/03/2020	Meeting the Board's Security, Audit and Compliance Demands	1
WV Bankers Association	03/10/2020	Compliance School	24
Suttle & Stalnaker, PLLC	03/30/2020	A Complete Guide to the New Yellow Book by Surgent	8
Suttle & Stalnaker, PLLC	04/17/2020	Examining the New Lease Accounting Standard: More Than Meets the Eye	4
Suttle & Stalnaker, PLLC	04/23/2020	Auditing Not-For-Profit Entities: Superior Skills for an Effective and Efficient Audit	6
Suttle & Stalnaker, PLLC	04/17/2020	Construction Contractors: Accounting & Financial Reporting Issues	4
Suttle & Stalnaker, PLLC	04/09/2020	Fraud in Not-For-Profit Entities and Governments: Stealing from Everyone by Surgent	7
Suttle & Stalnaker, PLLC	04/01/2020	Preparing the Bank for Economic Downturn	3
Suttle & Stalnaker, PLLC	05/01/2020	5 Strategies for Successful Remote Work	1
Suttle & Stalnaker, PLLC	05/01/2020	Accounting and Financial Reporting Considerations Related to COVID-19	2
Suttle & Stalnaker, PLLC	05/01/2020	Working at Home Without Going Stir Crazy	1
Wolf & Company, PC	06/30/2020	Automated Clearing House Training	2
WV Society of CPAs	06/17/2020	Annual Membership Meeting	1
Suttle & Stalnaker, PLLC	08/12/2020	Ethics and Liability: Staying on the Side of the Angels	2
Suttle & Stalnaker, PLLC	10/13/2020	Call Report Current Matters and Common Questions	2.5
WV Society of CPAs	11/03/2020	Chapter President's Meeting Virtual Charleston/Northern Panhandle	1
Suttle & Stalnaker, PLLC	12/14/2020	The New Auditor's Reports: SAS134 and the Accompanying Guidance SAS135-SAS140	1
Suttle & Stalnaker, PLLC	12/17/2020	Call Report and a Look at 2021 Impacts	2
WV Society of CPAs	12/7/2020	Managing Your Mental Health During These Tumultuous Times	1.5
Suttle & Stalnaker, PLLC	12/15/2020	Financial Institution Internal Audit Update & COVID 19 related considerations	5
			86.5

NATALIE LUPPOLD, (Continued)

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
2021			
WV Society of CPAs	01/15/2021	Cabinet Meeting - Virtual	1
Suttle & Stalnakner, PLLC	01/06/2021	AG: Consolidations Including VIEs	1
Charleston Chapter of the WVSCPA	01/13/2021	Building Resilience - Charleston Chapter	1
Arnet Carbis Toothman	01/19/2021	PPP2 - Paycheck Protection Program 2.0	1
WV Society of CPAs	01/27/2021	Legislative Seminar (Virtual)	3
ISACA	02/09/2021	Secure Access for 3rd Parties is Broken. Fix it in 2021	1
ISACA	02/11/2021	The 4 Pillars of Active Directory Security	1
Suttle & Stalnakner, PLLC	03/22/2021	Advanced TRID Compliance	2.5
ISACA	03/11/2021	Get Ahead of Your Audits	1
My-CPE LLC	03/12/2021	Employee Retention Credit In-Depth	2
WV Bankers Association	03/08/2021	Compliance School	12
Suttle & Stalnakner, PLLC	05/24/2021	Statement of Cash Flows Preparation, Presentation, and	4.5
WV Society of CPAs	05/07/2021	Committee Day Held Virtually via Zoom General Session	2
Charleston Chapter of WVSCPA	05/20/2021	Mayor Amy Goodwin Charleston Chapter	1
Suttle & Stalnakner, PLLC	05/11/2021	Quarterly Yellow Book Update: Q2 2021	2
Suttle & Stalnakner, PLLC	05/11/2021	Reference Rate Reform (ASC 848)	1
Suttle & Stalnakner, PLLC	05/20/2021	Financial Reporting Implications of the COVID-19 Pandemic	2
Suttle & Stalnakner, PLLC	05/20/2021	2021 State and Local Government Audit Planning Considerations	2.5
Suttle & Stalnakner, PLLC	06/14/2021	Annual Accounting & Auditing Update	8
Suttle & Stalnakner, PLLC	06/18/2021	The Most Critical Challenges in Governmental Accounting Today	4
Suttle & Stalnakner, PLLC	06/23/2021	Internal Banking Update	2
State of WV - Dept. of Admin - FARS	06/01/2021	FARS Closing Books Training	2
Suttle & Stalnakner, PLLC	06/10/2021	Checkpoint Technical Accounting - New Edge Technology	1
Suttle & Stalnakner, PLLC	07/07/2021	Performing Single Audits Under the UG for Federal	5.5
Suttle & Stalnakner, PLLC	07/12/2021	Internal Control Considerations for the New Remote Employee Work Environment in Governments	2
Suttle & Stalnakner, PLLC	08/02/2021	Leases - Mastering the new FASB Requirements	8
Suttle & Stalnakner, PLLC	08/25/2021	Accounting for Digital Assets Under GAAP - Part II	1.5
Suttle & Stalnakner, PLLC	08/04/2021	Accounting Ethics: A Risk Management Perspective by CAMICO	2
Suttle & Stalnakner, PLLC	08/24/2021	Accounting for Digital Assets Under GAAP	1.5
WV Bankers Association	09/21/2021	Asset Liability Management and Investments	6.5
WV Society of CPAs	09/29/2021	Charleston Area Alliance Speaker - Nicole Christian	1
Community Bankers of West Virginia	09/23-24/2021	Annual Convention	6.5
			93
2022			
Suttle & Stalnakner, PLLC	02/01/2022	Accounting and Auditing Considerations GASB's Lease Standard: Are You Ready? By AICPA	2
West Virginia Bankers Association	03/15-16/2022	Compliance School	12
Suttle & Stalnakner, PLLC	04/14/2022	BSA Exam Manual Update: Identifying & Mitigating BSA Risks	4.5
ISACA	05/26/2022	Evaluating the Maturity of Your Privacy Program	1
Deloitte	06/01/2022	2022 Real estate industry M&A outlook: Momentum continues but sector matters	1
State of WV - FARS	06/08/2022	FARS Closing Books Training	2
Suttle & Stalnakner, PLLC	08/26/2022	Advanced Audits of 401k Plans: Best Practices and Current Developments	8
Suttle & Stalnakner, PLLC	08/24/2022	SOC for Service Organizations Deep Dive Part 1	4
Suttle & Stalnakner, PLLC	08/25/2022	SOC for Service Organizations Deep Dive Part 2	4
The Baker Group	10/12/2022	Bank Investment Strategies for 4th Quarter 2022	1.5
Suttle & Stalnakner, PLLC	11/14/2022	SOC for Service Organizations Deep Dive Part 4	3
Suttle & Stalnakner, PLLC	11/30/2022	Finding Your Way Through the GASB Codification Presented by Checkpoint - Troy Manning, CPA	2

NATALIE LUPPOLD, (Continued)

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
Suttle & Stalnaker, PLLC	11/23/2022	Quarterly Yellow Book Update Q4 2022 from Checkpoint	1
ISACA	11/29/2022	It's Time To Enforce Non-Phishable MFA With Passwordless Login	1
Suttle & Stalnaker, PLLC	11/04/2022	SOC for Service Organizations Deep Dive Part 3	4.5
Suttle & Stalnaker, PLLC	11/10/2022	2022 A&A Update	8
Deloitte	11/14/2022	Bolstering the value of data in insurance	1
ISACA	11/14/2022	Modernize Your SOC for the Future	1
ISACA	12/01/2022	Primetime Cybercrime	1
Suttle & Stalnaker, PLLC	12/22/2022	What Federal Agencies Are Finding in Single Audit QCRs Presented by AICPA	2.5
Suttle & Stalnaker, PLLC	12/12/2022	2022 Compliance Supplement Presented by Checkpoint - Troy Manning, CPA	2
Suttle & Stalnaker, PLLC	12/20/2022	Preparing for Your Governmental Audit Presented by Checkpoint - Lee Ann Watters, CPA, CGFM, CFE	2
Suttle & Stalnaker, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	3
Suttle & Stalnaker, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	0.5
Suttle & Stalnaker, PLLC	12/22/2022	Hot Topics in Auditing Pandemic Funding Presented by AICPA	2
			74.5
			Grand Total 254



**CHRISTOPHER S. LAMBERT, CPA, CGMA, CCIFP
Member**

Firm Responsibilities

Chris is a member, and is responsible for helping develop and carryout the engagement plans for specific clients. These responsibilities include, but are not limited to, the development of the audit plan and audit program, communication with client during the course of the fieldwork, direct supervision of the audit staff and completion of the final audit report.

Experience

Chris has over 33 years of experience in public accounting. His extensive experience includes audits of governmental entities, employee benefit plans, nonprofit, and construction entities. In addition, he has performed numerous reviews of accounting systems, internal control, and performed other consulting services for various entities. Following is a partial listing of clients he has served:

- West Virginia Division of Corrections and Rehabilitation
- West Virginia Parkways Authority
- West Virginia Department of Transportation - Division of Highways
- West Virginia Racing Commission
- West Virginia Lottery Commission
- West Virginia Consolidated Public Retirement Board
- West Virginia Offices of the Insurance Commissioner
- Kanawha County Commission
- Randolph County Commission
- City of Charleston, West Virginia
- City of Parkersburg, West Virginia
- Seventeen Public Defender Corporation Judicial Circuits
- West Virginia Municipal Pension Oversight Board
- Region VI Planning and Development Council
- West Virginia School of Osteopathic Medicine
- New River Community and Technical College
- Southern West Virginia Community and Technical College

Education

Chris graduated with a Bachelor's degree with a major in accounting from Marshall University. He is a certified public accountant having received certificate number 3212 from the State of West Virginia. He has also achieved the designation of Chartered Global Management Accountant. In April 2018, Chris obtained the Certified Financial Industry Professional (CCIFP) certification. This certification is obtained through the Institute of Certified Construction Industry Financial Professionals.

CHRISTOPHER S. LAMBERT (Continued)

Professional Activities

Chris is a member of the American Institute of Certified Public Accountants, West Virginia Society of Certified Public Accountants (WVSCPA), the Charleston Chapter of the WVSCPA, and the Association of Government Accountants (AGA). Chris has also been active in the community, currently serving as the President of the Big Green Scholarship Foundation, serving as the Associate Division Chairman of the Contractors Association of West Virginia, and on the Executive Committee of the Marshall University Quarterback Club. Previously serving as the President of the Susan G. Komen Foundation WV Affiliate, and Treasurer of the West Virginia Soccer Club and was a member of the Leadership West Virginia's Class of 2012.

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
2020			
Surgent CPE	02/25/2020	Construction Contractors: Accounting and Financial Reporting Issues	4
Suttle & Stalnakar, PLLC	03/30/2020	A Complete Guide to the New Yellow Book by Surgent	8
Suttle & Stalnakar, PLLC	04/09/2020	Fraud in Not-For-Profit Entities and Governments: Stealing from Everyone by Surgent	8
Suttle & Stalnakar, PLLC	04/17/2020	Examining the New Lease Accounting Standard: More Than Meets the Eye	4
Suttle & Stalnakar, PLLC	04/23/2020	Auditing Not-For-Profit Entities: Superior Skills for an Effective and Efficient Audit	8
AICPA	04/20/2020	2020 Mandatory EBPAQC Designated Audit Quality Partner Audit Planning	2
Suttle & Stalnakar, PLLC	05/04-05/2020	AICPA Employee Benefit Plans Accounting, Auditing, and Tax Update Online Conference	4
Suttle & Stalnakar, PLLC	05/04-05/2020	AICPA Employee Benefit Plans Accounting, Auditing, and Tax Update Online Conference	2
Suttle & Stalnakar, PLLC	05/08/2020	Compilations, Reviews, and Preparations: Engagement Performance and Annual Update (CRAU)	8
Suttle & Stalnakar, PLLC	05/04-05/2020	AICPA Employee Benefit Plans Accounting, Auditing, and Tax Update Online Conference	1
Suttle & Stalnakar, PLLC	06/30/2020	2020 OMB Compliance Supplement and Single Audit Update	2
Suttle & Stalnakar, PLLC	07/29/2020	Effects of PPP Loan Forgiveness on A&E Overhead Rates	1
Suttle & Stalnakar, PLLC	08/6/2020	Seed Session - Pursue Opportunities to Refer Others	2
Huntington National Bank	08/25/2020	Planning Strategies for a New Decade	2
Suttle & Stalnakar, PLLC	08/12/2020	Ethics and Liability: Staying on the Side of the Angels	2
Suttle & Stalnakar, PLLC	11/9-11/2020	Employee Benefit Plans Conference 2020	12
Suttle & Stalnakar, PLLC	12/14/2020	The New Auditor's Reports: SAS134 and the Accompanying Guidance SAS135-SAS140	1
Suttle & Stalnakar, PLLC	12/7-9/2020	AICPA Construction & Real Estate Conference Webinar	19.5
Suttle & Stalnakar, PLLC	12/10/2020	S&S 2020 Tax Update Day #1	8
Phoenix Beach	12/11/2020	Federal Tax Update - Individual & Business Current Developments	8
			106.5

CHRISTOPHER S. LAMBERT (Continued)**Continuing Professional Education**

SPONSOR	DATE	DESCRIPTION	HOURS
2021			
Suttle & Stalnakner, PLLC	01/06/2021	AG: Consolidations Including VIEs	1
Suttle & Stalnakner, PLLC	01/28/2021	AICPA: Single Audit Lightning Round	2
AICPA	01/22/2021	EBPAQC Designated Audit Quality Partner Audit Planning - 2021	2
Suttle & Stalnakner, PLLC	05/20/2021	Financial Reporting Implications of the COVID-19 Pandemic	3
Suttle & Stalnakner, PLLC	05/20/2021	2021 State and Local Government Audit Planning Considerations	2.5
Suttle & Stalnakner, PLLC	05/24/2021	Statement of Cash Flows Preparation, Presentation, and Use	4.5
Suttle & Stalnakner, PLLC	06/18/2021	The Most Critical Challenges in Governmental Accounting Today	3
Suttle & Stalnakner, PLLC	06/10/2021	Checkpoint Technical Accounting - New Edge Technology	1
Suttle & Stalnakner, PLLC	06/14/2021	Annual Accounting & Auditing Update	8
Suttle & Stalnakner, PLLC	07/07/2021	Performing Single Audits Under the UG for Federal Awards	6
Suttle & Stalnakner, PLLC	08/02/2021	Leases - Mastering the new FASB Requirements	6.5
Suttle & Stalnakner, PLLC	08/04/2021	Accounting Ethics: A Risk Management Perspective by CAMICO	2
Suttle & Stalnakner, PLLC	08/25/2021	Accounting for Digital Assets Under GAAP - Part II	1.5
The Garvs, LLC dba The Tax U	12/09/2021	Federal Tax Update - Individual & Business Current Developments	8
Suttle & Stalnakner, PLLC	12/06-08/2021	AICPA Construction Conference	7
Suttle & Stalnakner, PLLC	12/06-08/2021	AICPA Construction Conference	4
Suttle & Stalnakner, PLLC	12/06-08/2021	AICPA Construction Conference	3
Suttle & Stalnakner, PLLC	12/06-08/2021	AICPA Construction Conference	4
Suttle & Stalnakner, PLLC	12/10/2021	S&S Tax Update Day 2	8
			77
2022			
AICPA	01/19/2022	2022 EBPAQC Designated Audit Quality Partner Planning	2
State of WV - FARS	06/08/2022	FARS Closing Books Training	2
Suttle & Stalnakner, PLLC	08/26/2022	Advanced Audits of 401k Plans: Best Practices and Current Developments	8
Suttle & Stalnakner, PLLC	11/29/2022	S&S Tax Update Day 1	7.5
Suttle & Stalnakner, PLLC	11/30/2022	S&S Tax Update Day 2 - Federal Tax Update - Individual & Business Current Developments	8
Suttle & Stalnakner, PLLC	11/23/2022	Quarterly Yellow Book Update Q4 2022 from Checkpoint	1
Suttle & Stalnakner, PLLC	11/10/2022	2022 A&A Update	8
Suttle & Stalnakner, PLLC	12/22/2022	What Federal Agencies Are Finding in Single Audit QCRs Presented by AICPA	2.5
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	10
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	4.5
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	6
AICPA	12/07-09/2022	2022 AICPA & CIMA Construction & Real Estate Conference	4.5
Suttle & Stalnakner, PLLC	12/20/2022	Preparing for Your Governmental Audit Presented by Checkpoint - Lee Ann Watters, CPA, CGFM, CFE	2
Suttle & Stalnakner, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	3
Suttle & Stalnakner, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	0.5
Suttle & Stalnakner, PLLC	12/22/2022	Hot Topics in Auditing Pandemic Funding Presented by AICPA	2
			71.5
			Grand Total 255



SARAH CROUSE, CPA
SENIOR MANAGER

Firm Responsibilities

Sarah Crouse will serve as the Senior Manager on the engagement and will have overall responsibility for carrying out the engagement plan, and coordinating and executing the engagement.

Experience

Sarah has over 13 years of experience in public accounting, during which time she has worked on many audit and agreed upon procedure engagements in the governmental and nonprofit sectors, including the OIC. She is trained and has experience with the requirements of single audits and the Uniform Guidance and has obtained the Advanced Single Audit Certificate from the AICPA.

Education

Sarah graduated summa cum laude from West Virginia University with a Bachelor of Science degree in Business Administration with a concentration in Accounting and a Master of Professional Accountancy. She is a certified public accountant having received certificate number 5368 from the State of West Virginia. She is in full compliance with the CPE requirements of Governmental Auditing Standards.

Professional Activities

She is a member of the American Institute of Certified Public Accountants (AICPA), the West Virginia Society of Certified Public Accountants (WVSCPA), the Charleston Chapter of the WVSCPA, and serves on the Accounting & Auditing Standards and the Recruiting & Career Opportunities Committees of the WVSCPA. Sarah serves as the Treasurer on the Board of Directors for the YWCA Charleston, the Membership Co-Manager for the Charleston Chapter of WELD – Women for Economic and Leadership Development, and is involved with various civic organizations as a member or volunteer. She has also received the Advanced Single Audit Certificate from the AICPA.

SARAH CROUSE (Continued)

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
2020			
Suttle & Stalnaker, PLLC	01/15/2020	Seed Session - Understand the Importance of Business Development	2
Suttle & Stalnaker, PLLC	02/14/2020	Seed Session - Pursue Shadowing Opportunities	2
Suttle & Stalnaker, PLLC	03/30/2020	A Complete Guide to the New Yellow Book by Surgent	8
Suttle & Stalnaker, PLLC	04/09/2020	Fraud in Not-For-Profit Entities and Governments: Stealing from Everyone by Surgent	8
Suttle & Stalnaker, PLLC	04/17/2020	Construction Contractors: Accounting & Financial Reporting Issues	4
Suttle & Stalnaker, PLLC	04/17/2020	Examining the New Lease Accounting Standard: More Than Meets the Eye	4
Suttle & Stalnaker, PLLC	04/23/2020	Auditing Not-For-Profit Entities: Superior Skills for an Effective and Efficient Audit	8
Suttle & Stalnaker, PLLC	05/01/2020	CARES Act for Small Businesses	1
Suttle & Stalnaker, PLLC	05/01/2020	Working at Home Without Going Stir Crazy	1
Suttle & Stalnaker, PLLC	05/08/2020	Compilations, Reviews, and Preparations: Engagement Performance and Annual Update (CRAU)	8
Suttle & Stalnaker, PLLC	05/01/2020	Accounting and Financial Reporting Considerations Related to COVID-19	2
Suttle & Stalnaker, PLLC	05/01/2020	5 Strategies for Successful Remote Work	1
WV Higher Education Policy Commission	06/04/2020	Spring 2020 Higher Education CFO Conference	3
Suttle & Stalnaker, PLLC	06/11/2020	Seed Session - Developing Helping Skills	2
Suttle & Stalnaker, PLLC	06/30/2020	2020 OMB Compliance Supplement and Single Audit Update	2
WV Society of CPAs	06/17/2020	Annual Membership Meeting	1
Suttle & Stalnaker, PLLC	07/9/2020	Seed Session - Commit to Networking	2
Suttle & Stalnaker, PLLC	08/6/2020	Seed Session - Pursue Opportunities to Refer Others	2
Suttle & Stalnaker, PLLC	08/12/2020	Ethics and Liability: Staying on the Side of the Angels	2
Allinial Global	08/11/2020	AG Webinar: Importance of Business Development during Social Distancing	1
EY	08/14/2020	Introduction to EY GAM and EY Atlas - Americas 2019	0.5
EY	08/14/2020	GAS and Uniform Guidance: The EY Way (2020)	2.8
EY	08/14/2020	Getting Started - Audit Toolkit - Americas 2019	1.2
Suttle & Stalnaker, PLLC	10/22/2020	Seed Session - Prepare Properly for Meetings	2
Suttle & Stalnaker, PLLC	11/12/2020	Seed Session - Develop a Personal Business Development Plan	2
Suttle & Stalnaker, PLLC	12/14/2020	The New Auditor's Reports: SAS134 and the Accompanying Guidance SAS135-SAS140	1
WV Society of CPAs	12/7/2020	Managing Your Mental Health During These Tumultuous Times	1.5
Suttle & Stalnaker, PLLC	12/7-9/2020	AICPA Construction & Real Estate Conference Webinar	3.5
Suttle & Stalnaker, PLLC	12/17/2020	Seed Session - Avoiding the Common Business Development Mistakes	2
			80.5
2021			
Suttle & Stalnaker, PLLC	01/06/2021	AG: Consolidations Including VIEs	1
Suttle & Stalnaker, PLLC	01/28/2021	AICPA: Single Audit Lightning Round	2
Suttle & Stalnaker, PLLC	05/24/2021	Statement of Cash Flows Preparation, Presentation, and Reference Rate Reform (ASC 848)	4.5
Suttle & Stalnaker, PLLC	05/11/2021	Reference Rate Reform (ASC 848)	1
Suttle & Stalnaker, PLLC	05/20/2021	2021 State and Local Government Audit Planning Considerations	2.5
Suttle & Stalnaker, PLLC	05/20/2021	Financial Reporting Implications of the COVID-19 Pandemic	4
WV Society of CPAs	05/07/2021	Committee Day Held Virtually via Zoom General Session	2
Suttle & Stalnaker, PLLC	05/10/2021	Preparation, Compilation, and Review Engagements: Update and Review	3

SARAH CROUSE (Continued)

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
State of WV - Dept. of Admin - FARS	06/01/2021	FARS Closing Books Training	2
WV Higher Education Policy Commission	06/08/2021	Chief Financial Officers Conference	3
Suttle & Stalnakar, PLLC	07/12/2021	Internal Control Considerations for the New Remote Employee Work Environment in Governments	2
Suttle & Stalnakar, PLLC	07/07/2021	Performing Single Audits Under the UG for Federal	8
Suttle & Stalnakar, PLLC	08/04/2021	Accounting Ethics: A Risk Management Perspective by CAMICO	2
Suttle & Stalnakar, PLLC	08/24/2021	Accounting for Digital Assets Under GAAP	1.5
Ernst & Young LLP	10/25/2021	Compliance with the Health Insurance Portability and Accountability Act - HIPPA - US CPE	1
			39.5
2022			
Suttle & Stalnakar, PLLC	02/01/2022	Accounting and Auditing Considerations GASB's Lease Standard: Are You Ready? By AICPA	2
WV Society of CPAs	05/06/2022	Committee Day In-Person Event	3
Suttle & Stalnakar, PLLC	06/13/2022	Single Audit Update	3
WV Higher Education Policy Commission	06/6-7/2022	Chief Financial Officers Conference	5
State of WV - FARS	06/08/2022	FARS Closing Books Training	2
Allinial Global	08/24-25/2022	LP3 #1 ('22-'23 Mid-Atlantic Consortium): Leading Through Managing	18.2
Suttle & Stalnakar, PLLC	11/10/2022	2022 A&A Update	8
Suttle & Stalnakar, PLLC	11/23/2022	Quarterly Yellow Book Update Q4 2022 from Checkpoint	1
Suttle & Stalnakar, PLLC	11/30/2022	Finding Your Way Through the GASB Codification Presented by Checkpoint - Troy Manning, CPA	2
CAMICO	12/14/2022	Loss Prevention In-Firm Presentation Ethics: A Risk Management Perspective	2
Suttle & Stalnakar, PLLC	12/22/2022	What Federal Agencies Are Finding in Single Audit QCRs Presented by AICPA	2.5
Suttle & Stalnakar, PLLC	12/22/2022	Hot Topics in Auditing Pandemic Funding Presented by AICPA	2
Suttle & Stalnakar, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	0.5
Suttle & Stalnakar, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	3
Suttle & Stalnakar, PLLC	12/20/2022	Preparing for Your Governmental Audit Presented by Checkpoint - Lee Ann Watters, CPA, CGFM, CFE	2
Allinial Global	12/7-8/2022	LP3 #2 (22-23 Mid-Atlantic Consortium): Leading Through Managing	17
Suttle & Stalnakar, PLLC	12/12/2022	2022 Compliance Supplement Presented by Checkpoint - Troy Manning, CPA	2
			75.2
			Grand Total 195.2



**JOSHUA SHARP, CPA
MANAGER**

Firm Responsibilities

Josh will serve as the Manager on the engagement and will have overall responsibility for supervision and training of staff, carrying out the engagement plan, and coordinating and executing the engagement.

Experience

Josh has over 8 years of experience in public accounting, during which time he has worked on various audits in the governmental and nonprofit sectors, including the OIC. He is trained and has experience with the requirements of single audits and the Uniform Guidance.

Education

Josh graduated magna cum laude with a Bachelor of Science (concentration in accounting) from West Virginia University. He is a certified public accountant having received certificate number 5368 from the State of West Virginia. He is in full compliance with the CPE requirements of Governmental Auditing Standards.

Professional Activities

He is a member of the American Institute of Certified Public Accountants (AICPA), the West Virginia Society of Certified Public Accountants (WVSCPA) a member of the Young CPAs Committee of the WVSCPA, the Charleston Chapter of the WVSCPA and is involved in other community service groups and organizations.

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
2020			
WV Bankers Association	03/10/2020	Compliance School	24
Suttle & Stalnaker, PLLC	03/30/2020	A Complete Guide to the New Yellow Book by Surgent	8
Suttle & Stalnaker, PLLC	04/17/2020	Examining the New Lease Accounting Standard: More Than Meets the Eye	4
Suttle & Stalnaker, PLLC	04/23/2020	Auditing Not-For-Profit Entities: Superior Skills for an Effective and Efficient Audit	8
Suttle & Stalnaker, PLLC	04/17/2020	Construction Contractors: Accounting & Financial Reporting Issues	4
Suttle & Stalnaker, PLLC	04/09/2020	Fraud in Not-For-Profit Entities and Governments: Stealing from Everyone by Surgent	8
Suttle & Stalnaker, PLLC	04/01/2020	Preparing the Bank for Economic Downturn	2
Wolf & Company, PC	06/30/2020	Automated Clearing House Training	2
Suttle & Stalnaker, PLLC	08/12/2020	Ethics and Liability: Staying on the Side of the Angels	2

JOSH SHARP (Continued)

Continuing Professional Education

SPONSOR	DATE	DESCRIPTION	HOURS
Suttle & Stalnakner, PLLC	10/13/2020	Call Report Current Matters and Common Questions	3
Suttle & Stalnakner, PLLC	12/17/2020	Call Report and a Look at 2021 Impacts	2.5
WV Society of CPAs	12/7/2020	Managing Your Mental Health During These Tumultuous Times	1.5
Suttle & Stalnakner, PLLC	12/14/2020	The New Auditor's Reports: SAS134 and the Accompanying Guidance SAS135-SAS140	1
Suttle & Stalnakner, PLLC	12/15/2020	Financial Institution Internal Audit Update & COVID 19 related considerations	5
			75
2021			
Suttle & Stalnakner, PLLC	01/06/2021	AG: Consolidations Including VIEs	1
Suttle & Stalnakner, PLLC	03/22/2021	Advanced TRID Compliance	3
WV Bankers Association	03/08/2021	Compliance School	12
WV Bankers Association	03/10/2021	Compliance School	12
Suttle & Stalnakner, PLLC	05/10/2021	Preparation, Compilation, and Review Engagements: Update and Review	4
Suttle & Stalnakner, PLLC	05/11/2021	Quarterly Yellow Book Update: Q2 2021	2
Suttle & Stalnakner, PLLC	05/11/2021	Reference Rate Reform (ASC 848)	1
State of WV - Dept. of Admin - FARS	06/01/2021	FARS Closing Books Training	2
Suttle & Stalnakner, PLLC	06/23/2021	Internal Banking Update	2.5
WV Higher Education Policy Commission	06/08/2021	Chief Financial Officers Conference	3
Suttle & Stalnakner, PLLC	06/14/2021	Annual Accounting & Auditing Update	8
Suttle & Stalnakner, PLLC	06/10/2021	Checkpoint Technical Accounting - New Edge Technology	1
Suttle & Stalnakner, PLLC	06/18/2021	The Most Critical Challenges in Governmental Accounting Today	4
Suttle & Stalnakner, PLLC	07/07/2021	Performing Single Audits Under the UG for Federal	8
Suttle & Stalnakner, PLLC	07/12/2021	Internal Control Considerations for the New Remote Employee Work Environment in Governments	2
Suttle & Stalnakner, PLLC	08/02/2021	Leases - Mastering the new FASB Requirements	8
Suttle & Stalnakner, PLLC	08/04/2021	Accounting Ethics: A Risk Management Perspective by CAMICO	2
Suttle & Stalnakner, PLLC	08/24/2021	Accounting for Digital Assets Under GAAP	1.5
Suttle & Stalnakner, PLLC	08/25/2021	Accounting for Digital Assets Under GAAP - Part II	1.5
Community Bankers of West Virginia	09/23-24/2021	Annual Convention	6.5
			85
2022			
Suttle & Stalnakner, PLLC	04/14/2022	BSA Exam Manual Update: Identifying & Mitigating BSA Risks	4.5
Suttle & Stalnakner, PLLC	06/13/2022	Single Audit Update	1
Suttle & Stalnakner, PLLC	11/10/2022	2022 A&A Update	8
Suttle & Stalnakner, PLLC	11/23/2022	Quarterly Yellow Book Update Q4 2022 from Checkpoint	1
Suttle & Stalnakner, PLLC	11/30/2022	Finding Your Way Through the GASB Codification Presented by Checkpoint - Troy Manning, CPA	2
Suttle & Stalnakner, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	0.5
CAMICO	12/14/2022	Loss Prevention In-Firm Presentation Ethics: A Risk Management Perspective	2
Suttle & Stalnakner, PLLC	12/12/2022	2022 Compliance Supplement Presented by Checkpoint - Troy Manning, CPA	2
Suttle & Stalnakner, PLLC	12/20/2022	Preparing for Your Governmental Audit Presented by Checkpoint - Lee Ann Watters, CPA, CGFM, CFE	2
Suttle & Stalnakner, PLLC	12/21/2022	Auditing, Assurance and Ethics Update for Governments and NFPs Presented by AICPA - Melisa Galasso, CPA	3
			26
			Grand Total 186



LISCORD, WARD & ROY, INC.

Consulting Casualty Actuaries



Paul E. Kinson, an Associate of the Casualty Actuarial Society and a Member of the American Academy of Actuaries, joined Liscord, Ward & Roy, Inc. in 1988.

Some of the actuarial services Mr. Kinson has performed for his clients are:

- analyses of loss and loss adjustment expense reserves
- projection of funding needs for upcoming years
- analysis of retention options
- Statements of Actuarial Opinion
- development and enhancement of structural simulation models
- ratemaking analyses, including estimation of pure premiums and classification relativities
- reinsurance reserving applications
- pro formas for strategic planning
- design and implementation of statistical reporting systems, ratemaking analysis software packages, and strategic financial planning tools

As an independent consulting actuary, Mr. Kinson has provided actuarial services:

- for self-insured corporations, insurance and reinsurance companies, quasi-governmental entities, colleges and universities, a guaranty association, and a state legislature
- for most lines of property / casualty insurance coverage, including workers' compensation, product liability, general liability, automobile liability, professional liability, directors and officers' liability, property, marine cargo, and homeowners warranty

Prior to working for LWR, Mr. Kinson served for a year in the Philadelphia office of Milliman & Robertson (actuarial consultants) followed by five years of actuarial service at the New Hampshire Insurance Group (a subsidiary of AIG).

Mr. Kinson is currently a member of the Casualty Actuarial Society's Leadership Development Committee. He served on the Casualty Actuarial Society's Committee on Management Data and Information from 1992 to 1994 and on the University Engagement Committee from 2011 to 2022, as well as the Society of Actuaries / Casualty Actuarial Society's Joint Committee on Inclusion, Equity and Diversity from 2019 to 2021, and was a member of the American Academy of Actuaries' task force to develop an actuarial standard for complex models from 1997 to 2000.

Mr. Kinson received an AB in Mathematics and Economics from Dartmouth College in 1982.



LISCORD, WARD & ROY, INC.

Consulting Casualty Actuaries



Chelsea Fimek, a Fellow of the Casualty Actuarial Society [2022] and a Member of the American Academy of Actuaries [2022], joined Liscord, Ward & Roy, Inc. in 2023.

Ms. Fimek began her career at GEICO in 2015. During her 5+ years there, she worked in Pricing for the private passenger auto line, gaining experience on the California actuarial pricing team, the countrywide actuarial pricing strategy team, and the research and development predictive analytics team.

From 2021 to 2023 Ms. Fimek worked at Ally Financial. While there she worked on pricing for multi-year auto dealership-focused lines of business, including vehicle service contracts and guaranteed asset protection insurance.

Ms. Fimek currently serves on the Casualty Actuarial Society Examination Committee.

Ms. Fimek received a Bachelor of Arts in Mathematics and Economics from Western Kentucky University in 2013.

The following are some of the actuarial services Ms. Fimek has performed for her business partners and clients:

- predictive analytics for forecasting and ratemaking
- clustering analyses
- ratemaking analyses, including classification plans and estimation of pure premiums
- increased limit factor analyses
- profitability monitoring and assessment
- inflation impact analyses
- earning curve analyses for multi-year policies

About Us

- LWR is a full service, independent casualty actuarial consulting firm. We serve a range of clients including self-insured groups, municipalities and corporations, and insurance companies.
- The members of the firm have extensive experience in property and casualty insurance, with emphasis in workers' compensation, auto liability, general liability, product liability, law enforcement liability, public officials (E&O) liability, property, and unemployment compensation coverages. All actuaries in the firm are members of the American Academy of Actuaries and the Casualty Actuarial Society.
- We have over 40 years of experience dealing with issues such as: loss reserving, loss forecasting, pricing, cost allocation, risk retention, experience rating and dividend allocation. We have developed structural simulation models for excess workers' compensation and excess automobile personal injury protection. We also offer consulting services in data control management and procedures.
- Our staff is responsive to the needs of new clients as well as the changing needs of our current clients. Thanks to our versatile, technologically proficient workplace, we are able to deliver our services at a very reasonable cost.
- At LWR, we pride ourselves on the longevity of our client relationships. Over half of our clients have been with us for 20 years or more, and many for over 30 years. We have a proven record of delivering timely, useful, concise, understandable and cost effective reserve valuation, funding analysis, risk analysis, and data management services.

MANDATORY REQUIREMENTS PER
SECTION 4 OF THE RFQ

4. MANDATORY REQUIREMENTS:

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

4.1.1 The vendor will express an opinion on the fair presentation of financial statements in conformity with generally accepted accounting principles. A copy of the most recent audited financial statements is available on the WVOIC website located under Financial Statements at the following link: <http://www.wvinsurance.gov/Resources/Reports>.

4.1.2 The vendor will be required to prepare all supporting schedules required by the Department of Administration for the preparation of the State's Comprehensive Annual Financial Report (CAFR). The state's most recent Comprehensive Annual Financial Report (CAFR) can be viewed at www.finance.wv.gov/FARS/CAFR/Pages/default.aspx.

4.1.3 The vendor shall also be responsible for assisting in the implementation of supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards. This includes any professional services rendered in reviewing contracts and providing calculations utilizing GASB software programs for GASB 87 (Leases), GASB 96 (Subscription-Based Information Technology Arrangements-SBITA) and any future GASB's implemented by the WVOIC.

4.1.4 The audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. Accounting Standards of Fieldwork shall be followed during the audit.

4.1.5 The Vendor shall provide the deliverables as shown in Exhibit A.

4.1.6 All necessitated meetings and/or conference calls will be conducted on Eastern Time, 8:00am to 5:00pm, Monday thru Friday.

Vendor Response: Suttle & Stalnaker, PLLC understands the above mandatory contract services requirements and deliverables.

4.2. Prior to beginning field work, the Vendor must provide a detailed work plan that will identify the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. The work plan must be submitted in accordance with the timeline provided in Exhibit A. The detailed work plan must conform to the tasks and the timeline included herein and on Exhibit A. Specifically, the audit work plan should describe, in detail, the audit approach for the actuarially determined workers' compensation related liabilities for the various WVOIC funds.

Vendor Response: The detailed work plan will be provided after the entrance conference, but in no event later than July 22, 2024. The detailed work plan will be in accordance with the timeline provided in Exhibit A.

PRICING PAGE

Pricing Page

**AUDIT SERVICES
FLAT FEE PRICING**

Description	Year	Extended Cost
Total all-inclusive maximum price for audit services as described in this solicitation.	2024	\$87,000.00
	2025	\$92,000.00
	2026	\$97,500.00
	2027	\$103,000.00
Total Bid Amount		\$379,500.00

EXHIBIT A: SCHEDULE FOR MANDATORY
CONTRACT SERVICES AND DELIVERABLES*

Exhibit A: Schedule for Mandatory Contract Services and Deliverables*

Required Submission or Event	Required Completion/Submission Date
Entrance Conference	Prior to June 30, 2024
Any interim work must be completed	Prior to July 1, 2024
Detailed audit plan	July 22, 2024
Field work to begin	On or after August 31, 2024
Unsigned final draft with all modifications to the OIC management for final review	October 4, 2024
Final signed report submitted to the OIC and to FARS (PDF Format)	October 9, 2024
25 copies of final bound audit report submitted to the OIC	October 25, 2024

****With contract renewal and updated Schedule of Mandatory Contract Services and Deliverables will be provided.***



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1361009			Reason for Modification: Addendum #1 issued to publish agency responses to all vendor submitted questions.
Doc Description: Audit Service for Fiscal Year 2024			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-01	2024-02-07 13:30	CRFQ 0704 INS2400000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 202390

Vendor Name : Suttle & Stalnaker, PLLC

Address :

Street : 1411 Virginia Street East, Suite 100

City : Charleston

State : WV **Country :** USA **Zip :** 25301

Principal Contact : Natalie C. Luppold, CPA, CISA, CITP, CRCM, Member

Vendor Contact Phone: 304-343-4126 **Extension:** 3117

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Natalie C. Luppold* **FEIN#** 55-053-8163 **DATE** 02/06/2024

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the agency the West Virginia Offices of the Insurance Commissioner (WVOIC), an agency of the West Virginia Department of Tax and Revenue, to establish a Contract with a certified public accounting firm for audit services per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540		OFFICES OF THE INSURANCE COMMISSIONER 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Audit Services 2024				\$ 87,000.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:

To audit the financial records and statements of the agency.
For fiscal year 2024

INVOICE TO		SHIP TO	
OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540		OFFICES OF THE INSURANCE COMMISSIONER 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Audit Services 2025				\$ 92,000.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:

To audit the financial records and statements of the agency.
For fiscal year 2025

INVOICE TO		SHIP TO	
OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540		OFFICES OF THE INSURANCE COMMISSIONER 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Audit Services 2026				\$ 97,500.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:
To audit the financial records and statements of the agency.
For fiscal year 2026

INVOICE TO		SHIP TO	
OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540		OFFICES OF THE INSURANCE COMMISSIONER 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Audit Services 2027				\$ 103,000.00

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:
To audit the financial records and statements of the agency.
For fiscal year 2027

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
INS2400000003	Final	Audit Service for Fiscal Year 2024	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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

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

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

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

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ 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: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Natalie Luppold, CPA, CISA, CITP, CRCM, Member

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

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

(email address) NLuppold@suttlecpas.com

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

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

Suttle & Stalnaker, PLLC

(Company)

Natalie C. Luppold

(Signature of Authorized Representative)

Natalie Luppold, CPA, CISA, CITP, CRCM, Member

02/06/2024

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

304-343-4126 / 304-343-8008

(Phone Number) (Fax Number)

NLuppold@suttlecpas.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: INS240000003

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Suttle & Stalnaker, PLLC

Company

Natalie C. Russell

Authorized Signature

02/06/2024

Date

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

REQUEST FOR QUOTATION
Audit Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the agency the West Virginia Offices of the Insurance Commissioner (WVOIC), an agency of the West Virginia Department of Tax and Revenue, to establish a Contract with a certified public accounting firm for audit services.

Operating Environment: A copy of the most recent audited financial statements is available on the WVOIC website at <http://www.wvinsurance.gov/Resources/Reports> under Financial Statements. The “Notes to Financial Statements” provides an overview of the organization. All interested vendors should thoroughly review the WVOIC’s audited financial statements in order to understand the reporting entity and the structure and purpose of the various workers’ compensation related funds. The state’s most recent Annual Comprehensive Financial Report (ACFR) can be viewed at www.finance.wv.gov/FARS/ACFR/Pages/default.aspx.

These services were previously solicited as: CRFQ 0704 INS2000000002 that opened on: 01/14/2020. Vendors are able to review previous bids received at the West Virginia Purchasing Bid Opening Index for this solicitation at:

<https://www.state.wv.us/admin/purchase/Bids/FY2020/BO20200114.html>

Vendors are encouraged to review the specifications and requirements closely as specifications most likely have changed since the last time solicited.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Services”** means audit services for the WVOIC accounting department for fiscal year ending June 30, 2024 or as more fully described in Section 4 of this solicitation.

2.2 **“Pricing Page”** means the pages contained wvOASIS upon which the Vendor should list its proposed price for the Contract Services.

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

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall meet or exceed the minimum qualifications. Qualifications will be verified with the West Virginia Board of Accountancy or other licensing bodies where applicable. Bid submissions not meeting the mandatory specifications and qualifications will be disqualified. The minimum qualifications are as follows:

3.1. The firm must be independent and licensed to practice in West Virginia.

REQUEST FOR QUOTATION
Audit Services

- 3.2.** 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 CPAs 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.
- 3.2.1.** Subordinates or support staff must be supervised by a licensed CPA.
- 3.2.2.** No change in personnel assigned to the project will be permitted without the written approval of the Insurance Commissioner or his/her designee.
- 3.3.** 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.
- 3.3.1.** This experience includes Governmental Accounting Standards (GASB).
- 3.4.** 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.
- 3.5.** The firm must have at least 7 licensed CPAs on staff within the audit firm that are strictly audit and not tax professionals. This ensures 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.
- 3.6.** 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.
- 3.7.** The firm must provide a statement that they are a member in good standing of the AICPA's Governmental Audit Quality Center.
- 3.8.** If subcontractors are used, the successful vendor must identify any subcontractors who will be used during the engagement and disclose the qualifications of each subcontractor, or each person associated with subcontracted firm to the WVOIC. Any changes to subcontractors or subcontractor personnel must be submitted to the OIC for written approval of the Insurance Commissioner or his/her designee.

REQUEST FOR QUOTATION
Audit Services

- 3.9.** The successful vendor must have the necessary competency and experience, either independently, or through the use of subcontractors, to opine on the liability calculations derived by an independent consulting actuarial firm for the WVOIC's various workers' compensation funds. The competence and experience for the actuarial component of the work must be specifically related to workers' compensation liabilities and more fully defined below.
- 3.9.1.** To be considered as having the necessary competence for the purposes of **Section 3.9**, a minimum of one employee, member or associate of the successful firm (or subcontracting firm) assigned to this contract must currently be a Fellow or Associate of the Society of Actuaries (FSA) and/or a Member of the American Academy of Actuaries (MAAA).
- 3.9.2.** To be considered as having the necessary experience for purposes of **Section 3.9**, the vendor (or subcontracting firm) must assign at least one employee, member or associate to the project that has 3 or more years of Actuarial experience with workers' compensation claim loss reserve estimation and at least one employee with 2 or more years of experience in federal black lung claim loss estimation.
- 3.9.3.** Vendor must disclose the names and experience of the individuals that will perform the actuarial component of the audit described in **Section 3.9**, and **subsections 3.9.1 and 3.9.2**. Vendor must obtain approval from WVOIC for the individuals named in response to this subsection prior to making any substitutions for the persons identified.
- 3.10.** Compliance with experience requirements will be determined prior to contract awarded by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current resume which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

REQUEST FOR QUOTATION
Audit Services

4. MANDATORY REQUIREMENTS:

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

- 4.1.1 The vendor will express an opinion on the fair presentation of financial statements in conformity with generally accepted accounting principles. A copy of the most recent audited financial statements is available on the WVOIC website located under Financial Statements at the following link: <http://www.wvinsurance.gov/Resources/Reports>.
 - 4.1.2 The vendor will be required to prepare all supporting schedules required by the Department of Administration for the preparation of the State's Annual Comprehensive Financial Report (ACFR). The state's most recent Annual Comprehensive Financial Report (ACFR) can be viewed at www.finance.wv.gov/FARS/ACFR/Pages/default.aspx.
 - 4.1.3 The vendor shall also be responsible for assisting in the implementation of supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards. This includes any professional services rendered in reviewing contracts and providing calculations utilizing GASB software programs for GASB 87 (Leases), GASB 96 (Subscription-Based Information Technology Arrangements-SBITA) and any future GASB's implemented by the WVOIC.
 - 4.1.4 The audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. Accounting Standards of Fieldwork shall be followed during the audit.
 - 4.1.5 The Vendor shall provide the deliverables as shown in **Exhibit A**.
 - 4.1.6 All necessitated meetings and/or conference calls will be conducted on Eastern Time, 8:00am to 5:00pm, Monday thru Friday.
- 4.2. Prior to beginning field work, the Vendor must provide a detailed work plan that will identify the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. The work plan must be submitted in accordance with the timeline provided in **Exhibit A**. The detailed work plan must conform to the tasks and the timeline included herein and on **Exhibit A**. Specifically, the audit work plan

REQUEST FOR QUOTATION
Audit Services

should describe, in detail, the audit approach for the actuarially determined workers' compensation related liabilities for the various WVOIC funds.

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 and qualifications for the lowest overall total cost as shown on the Pricing Pages.

Contract will be evaluated on the Total Bid Amount. Contract will be awarded on the first-year total only. All subsequent years will be done via change orders to be initiated by the agency agreed to by the vendor and processed and approved by the WV Purchasing Division.

5.2 Pricing Page: Vendor should complete the Pricing Page with total all-inclusive maximum price in US currency for audit services, including any GASB software program costs and professional services rendered in connection with current and newly implemented GASB's, as described in this solicitation. 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 is not to alter the Pricing Page in any way other than to provide the total all-inclusive maximum price for audit services.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PAYMENT:** Agency shall pay a flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Agency on the basis of the percentage of work completed if so, defined in the final contract.
- 7. 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 listed on Vendor's bid. Such costs will not be paid by the Agency separately.
- 8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. In the event that access cards and/or keys are required:

REQUEST FOR QUOTATION
Audit Services

- 8.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 8.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

9. VENDOR DEFAULT:

- 9.1.** The following shall be considered a vendor default under this Contract.
 - 9.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 9.1.2.** Failure to comply with other specifications and requirements contained herein.
 - 9.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4.** Failure to remedy deficient performance upon request.
- 9.2.** The following remedies shall be available to the Agency upon default.
 - 9.2.1.** Immediate cancellation of the Contract.
 - 9.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Audit Services

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

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

Contract Manager: Natalie Luppold, CPA, CISA, CITP, CRCM, Member

Telephone Number: 304-343-4126

Fax Number: 304-343-8008

Email Address: NLuppold@suttlecpas.com

REQUEST FOR QUOTATION
Audit Services

Exhibit A: Schedule for Mandatory Contract Services and Deliverables

Required Submission or Event	Required Completion/ Submission Date
Entrance conference	Prior to June 30, 2024
Any interim work must be completed	July 1, 2024
Detailed audit plan	July 22, 2024
Field work to begin	On or after August 31, 2024
Unsigned final draft with all modifications to the OIC management for final review	October 4, 2024
Final signed report submitted to the OIC and to FARS (PDF Format)	October 9, 2024
25 copies of final bound audit report submitted to the OIC	October 25, 2024

****With contract renewal, an updated Schedule of Mandatory Contract Services and Deliverables will be provided.***

SOLICITATION NUMBER:
Addendum Number:

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

Terms and Conditions:

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

ATTACHMENT A

WowRFI: Questions from vendors for INS 23*03 Audit Services

Q.1. What Actuarial firm performed the most recent valuation?

A. Pinnacle Actuarial Resources

Q.2. Can last year's actuarial report be made available prior to bidding?

A. Yes. See attachment #1.

Q.3. Has any aspect of the claims processing/adjudication efforts changed in the last 5 years, if so, what were the changes and when were they fully implemented?

A. The OIC transitioned to using one TPA (third party administrator) to administer the worker's compensation related Funds. The change to a single TPA took place in 2021. Also, the worker's compensation litigation process was changed via statute and is now fully implemented.

Q.4. Are there any COVID claims or any explicit adjustments made by the third party actuary in contemplation of COVID 19 claims?

A. Not in the funds grouped and presented as the Workers' Compensation Funds, as three out of the five funds only consist of claims with exposure dates prior to 2005. However, there are some COVID claims in the State Entities Workers' Compensation Funds, as it has current and ongoing exposure. However, there have not been a significant number of COVID claims.

Q.5. What were prior year fees and were there any change orders issued over the last two years. If so, please provide the nature and amount of those change orders?

A. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question-and-answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request referencing the specific contract identification.

Q.6. Please provide a list of any audit journal entries from the most recent audit.

A. There were no audit adjustments or findings that resulted from the audit of the June 30, 2023 financial statements.

Q.7. Please provide the most recent management letter and governance communications from the auditor?

A. No management letter was issued. Please see the governance communication attached. Attachment #2

Q.8. Do you require any assistance from the auditor related to GASB 96 or GASB 87? If so please describe the nature of those needs including an estimate of the number of leases and SBITA arrangements that will need to be evaluated for FY2024.

A. Yes. For both GASB 96 and GASB 87, we will need the calculations, journal entries, amortization schedules, and footnote disclosures related to each. Currently there are eleven leases and two SBITA's.

Q.9. Does the Board of Treasury Investments and the Investment Management Board provide the WVOIC with all the information necessary to complete the detailed investment footnote disclosures? Are there other investment providers utilized by the WVOIC?

A. Yes, both the BTI and the WVIMB provide us with the necessary information for the footnote disclosures. There are no other investment providers for the OIC.

Q.10. Does the WVOIC have an in-house actuary on staff or a contract actuary? If so, how is the in-house/contract actuary involved in the claims reserve estimation process?

A. The OIC maintains a contract with an external actuarial firm. Additionally, the OIC has in house actuarial analysts who assist with data preparation for the reserve study.

Q.11. Does management prepare the basic financial statements, required supplementary information, other financial information and footnotes thereto? What is the process you use in processing? Do the auditors prepare any of these documents?

A. Yes. The OIC prepares their financial statements, with the exception of GASB 87 and 96 where we have received the calculations, journal entries, amortization schedules, and footnote disclosures from the contracted auditor. To prepare the statements, we use an excel worksheet to progress the activity for the year from wvOASIS, determine and make any accruals needed, and link this information to final financial reports. We also utilize Quickbooks to verify the financial reports.

Q.12. Do you anticipate any significant operational or legislative changes for the fiscal years subject to this proposal?

A. No. At this time, we are unaware of any pending legislation that would impact our audit.

Q.13. When is (are) the actuarial information/draft/final report(s) typically expected to be issued and ready for audit fieldwork and processing?

A. The final actuarial report is due on or around August 23, 2024

Q.14. Has there been any change in the reporting entity? New funds, closed funds or other migrated funds since the most recent audit?

A. No.

Q.15. Are you aware of any changes that will have a significant impact on accounting and/or financial reporting over the life of the contract?

A. No. The only changes that we anticipate would be the required adoption of new GASB standards.

Q.16. Are you aware of any changes that will have a significant impact on the audit of your financial statements over the life of the contract?

A. No. The only changes that we anticipate would be the required adoption of new GASB standards.

Q.17. We understand that the Workers' Compensation funds administered by the OIC are now part of a managed care network for the medical component of the claims. This network has been implemented with regard to medical providers, but the OIC is still working on pharmacy and DME (durable medical equipment) network implementation at the time of the last proposal; has this been completed?

A. This question is not relevant to our financial audit.

Q.18. Has there been any experience studies performed over the last three years relating to mortality? What is the size of and experience of the entities accounting/ financial reporting department?

A. In response to the first question, the OIC has not undertaken any mortality studies. We rely on our consulting actuarial firm to utilize the appropriate life annuity tables for our reserve estimates.

In response to the second question regarding the number and experience levels of our financial reporting team, please see Attachment #3.

Q.19. How much time was spent on site/working remotely by the most recent audit firm? Approximately how many people were assigned from the audit Firm to provide the services and how long did the field work take to complete?

A. We do not know the amount of time spent by the most recent audit firm. Typically interim work is performed in May and is usually done within a week by two auditors on-site for part of those two weeks. Interim work generally includes updating narratives, performing walkthroughs, and sampling of transactional analysis covering the period of July 1st – April 30th. The two auditors generally return the beginning of September to verify the trial balance, review transactions made during the final quarter of the fiscal year, review financial statements/notes, and finish up the audit. Amount of time on-site is flexible as much of the work can be done remotely.

Q.20. To clarify, section 3.9 of the RFQ indicates that at a minimum at least one employee, member or associate of the successful firm (or subcontracting firm) must be credentialed as a Fellow or Associate of the Society of Actuaries (FSA) and/or a Member of the American Academy of Actuaries (MAAA). Actuaries who specialize in workers compensation are typically Fellows or Associates of the Casualty Actuarial Society (FCAS or ACAS). Therefore, should the requirement be that a team member is a FCAS or ACAS with experience in property casualty lines including workers compensation?

A. The requirement is in place to provide assurance that the review of the actuarial estimates used in the OIC's financial statements is done by either a team member or a subcontractor qualified to provide the audit assurance. All interested vendors need to consider their approach to the review of the actuarial component of the OIC financial statements in order to correctly estimate their costs. Any vendor not using a qualified actuary with experience specifically in workers' compensation insurance liabilities will be disqualified.

Q.21. Section 4.1.3 of the RFQ says, "The Vendor shall also be responsible for assisting in the implementation of supplementary information required by the GASB as mandated by generally accepted auditing standards.". Can you describe how similar services have been provided over the last 2 years?

A. Once the agency accounting staff has determined which leases and contracts are deemed to be included in the statements according to GASB 87 and 96 requirements and an interest rate has been determined, the contracted auditor has provided us with the calculations, journal entries, amortization schedules, and footnote disclosures.

Q.22. In section 6 "Payment", the RFQ describes that progress payments can be made, is there a set schedule or a limit to the number of progress payments allowed up to the contract total?

A. State law prohibits payment for services before they are received. Accordingly, no progress billings should be made until services have been rendered. Generally, an invoice is received after the interim audit work is performed and another invoice is received after the statements are issued.

Q.23. Please describe any significant staff turnover that may impact the audit from the WV OIC perspective? Who are the points of contact from the WV OIC perspective responsible for the audit services and experience level of the WVOIC staff? What is the size of and experience of the entities accounting/ financial reporting department?

A. No significant turnover in financial reporting staff at the OIC. Specific contact information for points of contact will be provided upon award of the contract. For now, all contact from interested vendors must be directed to the authorized purchasing staff. After the contract is awarded, the Assistant Commissioner and / or the CFO are responsible for the communications with the audit firm and the oversight of the audit. Please see attachment #3 for the experience and composition of OIC Management and the financial reporting team.

With regard to the successful vendor for the OIC's audit contract, we would consider a change in the partner, the manager, or the supervising accountant in charge of the audit to be significant.

Q.24. Section 4.1.2 of the RFQ says, "The Vendor will be required to prepare all the supporting schedules..." Please specifically identify and describe which schedules and how similar services have been provided over the last 2 years?

A. The vendor will be responsible for completing the Subsequent Events review required by FARS. This is done in December and FARS will send instructions as to what is to be performed to satisfy this requirement.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ INS24*03

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:

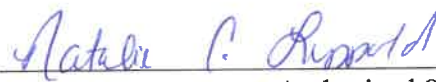
(Check the box next to each addendum received)

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

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

Suttle & Stalnaker, PLLC

Company



Authorized Signature

02/06/2024

Date

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

Revised 6/8/2012