



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

Request for Quotation

RFQ NUMBER
 ABC98

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 RON PRICE
 304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED 12/27/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/24/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-20		
ANNUAL AUDIT OPEN END CONTRACT TO PERFORM ANNUAL AUDITS OF THE ALCOHOL BEVERAGE CONTROL ADMINISTRATION FOR THE FISCAL YEAR ENDING JUNE 30, 2007, WITH OPTIONS FOR THE YEAR ENDING JUNE 30, 2008 AND JUNE 30, 2009 PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES</p>						

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				AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.		
				REV. 04/11/2001		
				EXHIBIT 6		
				PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.		
				PRICE QUOTED MUST BE FIRM FOR THE LIFE OF THE CONTRACT, NOT TO EXCEED ONE YEAR.		
				VENDOR PREFERENCE CERTIFICATE		

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CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						

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<p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED</p>						

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<p>THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

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				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 41 RFQ. NO.: ABC98 BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----		

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***** THIS IS THE END OF RFQ ABC98 ***** TOTAL:						

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II. Specifications

A. General

The ABCA is soliciting the services of a qualified firm of certified public accountants (the auditor) to audit its financial statements in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. The financial statements to be audited are for the fiscal year ending June 30, 2007, with the option to audit the ABCA's financial statements for each of the two (2) subsequent fiscal years and to provide technical assistance to the ABCA accounting staff in the preparation of financial statements, reports and documents necessary for compliance with the Comprehensive Annual Financial Report of the State of West Virginia and the requirements of the West Virginia Financial Accounting and Reporting Section of the Department of Administration. The audit and technical assistance must be performed in accordance with the provisions contained in this request for quotations.

B. Scope of Work to be Performed

1. The ABCA requires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.
2. The ABCA is responsible for the regulation and sale of intoxicating liquor within the state. The ABCA has a bailment warehouse to house the liquor inventory.
3. The ABCA requires the auditor to express an "in relation to" opinion on any supplemental forms that the Financial Accounting and Reporting Section of the Department of Administration requires and include said forms in the bound financial statements.
4. The auditor shall also be responsible for providing technical assistance to the accounting staff of the ABCA to assist them in meeting the requirements of the Comprehensive Annual Financial Report and other requirements of the Financial Accounting and Reporting Section of the Department of Administration in the preparation and presentation of financial statements.
5. The auditor shall be responsible for helping ABCA's accounting staff identify and make proper adjusting entries to the ABCA's Accounting Records and General Ledger systems to conform to the Audited Financial Statement Balances.

C. Auditing Standards to be Followed

To meet the requirements of this request for quotations, the audits shall be performed in accordance with generally accepted auditing standards. The audit must be audited in accordance

with the Government Auditing Standards, issued by the Comptroller General of the United States. These requirements include Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments as well as Statement on Auditing Standards No. 99, Consideration of Fraud in a Financial Statement Audit.

D. Reports to be Issued

1. Following the completion of the audit of the financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. As discussed above, it is the intention of the ABCA to issue a bound set of financial statements. The ABCA expects the selected auditor to provide technical assistance in the design of the financial statement package.
2. Irregularities and Illegal Acts. The auditors shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware, to the State Comptroller and the Financial Accounting and Reporting Section of the Department of Administration under the authority of Section 5A-2-33 of the State Code.
3. Reporting to the Alcohol Beverage Control Administration. At minimum, the auditor is required to inform the ABCA of each of the following:
 - The auditor's responsibility under generally accepted auditing standards
 - Significant accounting policies
 - Management judgements and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing audited financial statements
 - Disagreements with management
 - Management consultation with other accountant
 - Major issues discussed with management prior to retention
 - Difficulties encountered in performing the audit

E. Special Considerations

The financial statements of the ABCA are to be included as a Enterprise Fund of the financial statements of the State of West Virginia. It is anticipated that the auditor will be required to respond to inquiries from the State of West Virginia's auditors and the accounting staff of the ABCA regarding the inclusion of the ABCA's financial statements. Because of this requirement, a draft copy of the audited financial statements for the year ending June 30, 2007 must be delivered to the State by September 17, 2007. The final audited financial statements for the year ending June 30, 2007 must be delivered to the State by October 15, 2007. Any subsequent year's audits must be delivered on the due dates set by the Financial Accounting and Reporting Section. The requirements of the Financial Accounting and Reporting Section must be completed and an

“in relation to” opinion rendered on the supplemental forms. The audit firm’s inability to meet required deadlines may result in a 10% reduction in their fee.

F. Liquidated Damages

Liquidated damages shall be required in the amount of \$500/day for every day that the bound audit report/financial statements are late.

G. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the ABCA of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. Department of Administration, including the Financial Accounting and Reporting Section
2. The Alcohol Beverage Control Administration

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. Description of the Alcohol Beverage Control Administration

A. Name of Contact Person

The auditor’s principal contact with the ABCA will be the ABCA Comptroller Tom Mullins, or a designated representative, who will coordinate the assistance to be provided by the ABCA to the auditor.

B. Fund Structure/Method of Reporting

The Alcohol Beverage Control Administration will be reported as a proprietary fund of the State of West Virginia. It is anticipated that the financial statements will be included in the Comprehensive Annual Financial Report (CAFR) of the State of West Virginia.

C. Financial Operations

ABCA uses the State’s accounting systems WVFIMS and EPICS and has in-house systems for general ledger entries and accruals.

D. Prior Years Records

Audits for Fiscal years 2004, 2005 and 2006 were performed by the Accounting firm of Balestra, Harr & Scherer, CPA's.

IV. Time Requirements

A. Schedule for the 2007 Fiscal Year Audit

Each of the following shall be completed by the auditor no later than the dates indicated. These dates apply to the 2007 audit only. All years will require meeting the deadlines of the Financial Accounting and Reporting Section of the Department of Administration.

1. Interim Work

The auditor shall complete all interim work by July 31, 2007.

2. Detailed Audit Plan

The auditor shall provide the ABCA both a detailed audit plan and a list of all schedules to be prepared by the ABCA by July 31, 2007.

3. Draft Reports

The auditor shall have drafts of the audit report(s) and recommendations to management for their review by September 17, 2007. The Comptroller will complete his review of the draft as expeditiously as possible. It is not expected that this process shall exceed one week. During that period, the auditor shall be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the ABCA Comptroller within seven (7) working days. It is anticipated that this process will be completed and the final report delivered by October 15, 2007.

4. Entrance Conferences, Progress Reporting and Exit Conferences

At a minimum, the following conferences shall be held by the dates indicated on the schedule:

Entrance Conference with ABCA staff within two (2) weeks of award.

The purpose of this meeting will be to discuss potential audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.

Semi-monthly Progress Conference with auditor's supervisory staff.

The purpose of these meetings will be to summarize the results of the preliminary review and to identify the key internal controls of other matters to be tested.

Exit Conference with audit managers.

The purpose of these meetings will be to summarize the results of the fieldwork and to review significant findings.

5. Date Final Report is Due

The Final Report for Fiscal Year 2007 is due on October 15, 2007.
The final report and ten (10) signed copies shall be delivered to the ABCA Comptroller.

V. Assistance to be Provided to the Auditor and Report Preparation

A. Accounting Department and Clerical Assistance

The accounting staff of ABCA and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditor. In addition, an appropriate number of hours of clerical support will be made available to the auditor for the preparation of routine letters and memoranda.

B. Internal Audit Assistance

No internal audit support will be available.

C. Work Area, Telephones, Photocopying and FAX Machines

Report preparation, editing and printing shall be the responsibility of the auditor.

D. Independence

1. The firm shall provide an affirmative statement that is independent of the ABCA as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards (1988)*.
2. The firm also shall provide an affirmative statement that it is independent of the State of West Virginia and any other component units of that entity, as defined by those same standards.
3. In addition, the firm shall give ABCA written notice of any professional relationships entered into during the period of this agreement which may cause a conflict of interest.

E. License to Practice in West Virginia

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in West Virginia.

F. Firm Qualifications and Experience

1. The quotation shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
2. The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
3. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

G. Partner, Supervisory, and Staff Qualifications and Experience

1. The firm shall identify the principal supervisory and management staff including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in West Virginia.
2. The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education within the last two (2) years, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.
3. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the ABCA. However, in either case, the ABCA retains the right to approve or reject replacements.
4. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

H. Prior Engagements with the State of West Virginia

1. The firm shall list separately all agreements within the last five (5) years, ranked on the basis of total staff hours, for the State of West Virginia by type of engagement (i.e., audit, management advisory services, other). For each engagement, the firm shall indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

I. Similar Engagements with Other Government Entities

1. The firm shall list the most significant engagements (maximum of five) performed in the last five (5) years that are similar to the engagement described in this request for quotations. These engagements shall be ranked on the basis of total staff hours.
2. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

J. Specific Audit Approach

1. The quotations shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for quotations.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement which at a minimum will be for each of the accounts administered by the ABCA.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the ABCA's internal control structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.

- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

K. Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the ABCA.

VI. Manner of Payment

One progress payment may be made on the basis of hours of work completed during the course of the engagement of out-of-pocket expenses incurred in accordance with the firm's dollar cost bid quotation. The initial payment may not exceed 1/4 of the total contract price.

BID SCHEDULE

This contract not to exceed \$_____.

The following are the hours for each staff classification:

	HOURS	X	RATE		FEE
PARTNER					
MANAGER					
SENIOR					
STAFF					
SUPPORT					

Total, all inclusive price _____

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____