



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:
CPR08028

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

CONSOLIDATED PUBLIC RETIREMENT BOARD  
 BUILDING 5, ROOM 1000  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0720 558-3570

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/24/2007				

BID OPENING DATE: 06/28/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-20		
<p>AUDITING SERVICES</p> <p>REQUEST FOR PROPOSAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA CONSOLIDATED RETIREMENT BOARD, IS SOLICITING PROPOSALS TO PROVIDE THE AGENCY WITH A CERTIFIED PUBLIC ACCOUNTING FIRM TO PROVIDE ANNUAL FINANCIAL STATEMENT AUDITS PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 06/11/07 AT 2:00 PM IN THE PEIA CONFERENCE ROOM LOCATED IN BUILDING #5 ON THE MAIN CAPITOL CAMPUS IN CHARLESTON, WV. ALL VENDORS INTERESTED IN BIDDING ON THIS REQUEST FOR PROPOSAL (RFP) ARE REQUIRED TO ATTEND THIS MEETING. VENDORS FAILING TO ATTEND WILL BE DISQUALIFIED. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, : SCOPE FO WORK, SERVICES RENDERED, EXPECTATIONS OF THE VENDOR AS PERTAINS TO SERVICES TO BE PROVIDED, ETC. DEADLINE FOR TECHNICAL QUESTIONS IS 06/14/2007 AT 9:00 AM. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED DURING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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.

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**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>THE MANDATORY PRE-BID CONFERENCE.</p> <p>QUESTIONS CONCERNING THE PROPOSAL SUBMISSION PROCESS MAY BE SUBMITTED AT ANY TIME PRIOR TO THE TECHNICAL OPENING. THESE QUESTIONS INCLUDE: BUT ARE NOT LIMITED TO, : WHERE/WHEN TO SUBMIT THE BID, FORMS, NUMBER OF ADDENDUMS ISSUED, ETC.</p> <p>ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE AND THOSE RAISED DURING THE MANDATORY PRE-BID MEETING WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD 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.</p> <p>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.</p> <p>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 BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<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>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 AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) 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</p> <p>( ) 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <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</p>						

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<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;            OR            ( ) 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 &amp; 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 THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>						

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UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: -----						
* 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)						
NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

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<p>THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE. THE COST PORTION SHOULD BE SEALED IN A SEPARATE ENVELOPE AND LABELED OR THE PROPOSAL MAY NOT BE CONSIDERED.</p> <p>SEALED PROPOSAL</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFP. NO.: CPR08028</p> <p>PROPOSAL OPENING DATE: 06/28/2007</p> <p>PROPOSAL OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ CPR08028 ***** TOTAL:						

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# REQUEST FOR PROPOSAL

(Consolidated Public Retirement Board and RFP# CPR08028)

## PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

### 1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Administration, Consolidated Public Retirement Board, hereinafter referred to as "Agency", for qualified Certified Public Accounting (CPA) firms to provide annual financial statement audits.

### 1.2 Project:

The mission or purpose of the project is to solicit proposals to perform the annual financial statement audit of the West Virginia Consolidated Public Retirement Board (CPRB).

The CPRB is responsible for administering all of the state's qualified retirement plans which include: Teachers Defined Benefit Retirement System, Public Employees Retirement System, Department of Public Safety Death, Disability Retirement System (DPS – Plan A), State Police Retirement System (DPS - Plan B), Judges Retirement System, Deputy Sheriffs Retirement System, Teachers Defined Contribution Retirement System, and the Consolidated Public Retirement Board Expense Fund (Administrative Fund). In addition there is a high probability that the CPRB will be implementing a new retirement system called the Emergency Medical Services Retirement (EMSR) system effective January 1, 2008.

### 1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information/terms and conditions, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

### 1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
Email: kferrell@wvadmin.gov

**Absolutely NO contact shall be made by the vendor with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

**1.5 Vendor Registration:**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

**1.6 Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

**1.7 Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

**1.8 Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

*1.8.1 Mandatory Requirements.*

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

*1.8.2 Contract Terms and Conditions:*

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

*1.8.3 Informational Sections:*

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

**1.9 Proposal Format and Submission:**

**1.9.1** Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP.

No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

**Submit:**

One original technical and cost  
Plus (7) convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Krista Ferrell, File 21  
Req#: CPR08028  
Opening Date: 06/28/2007  
Opening Time: 1:30 P. M.

**1.9.4. Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening:* The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation:* The pre-selected, approved evaluation committee will

review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

**1.9.4.5 Cost Bid Opening:** Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

**1.9.4.6 Cost Evaluation and Resident Vendor Preference:** The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

**1.9.4.7 Contract Approval and Award:** After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

**1.10 Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

A proposal will not be considered for award if the price in the proposal was not arrived at

independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 **Price Quotations:**

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 **Public Record:**

1.15.1 *Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 *Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:**

- Release of the RFP..... 05/25/2007
- Mandatory Prebid Conference .....06/11/2007  
At 2:00 pm in Room 1001 (PEIA Conference Room), Building #5 located on the Main Capitol Complex in Charleston, West Virginia.
- Vendor's Written Questions Submission Deadline. ....06/14/2007  
At 9:00 am
- Addendum Issued ..... Week of 06/18/2007
- Bid Opening Date .....06/28/2007  
At 1:30 pm

1.17 **Mandatory Prebid Conference:**

A mandatory prebid conference shall be conducted on the date specified above at PEIA Conference Room, Building 5, Room 1001, State Capitol Complex, at 2:30 pm. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor**

**1.18 Affidavit:**

West Virginia State Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

**1.19 General Terms and Conditions:**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

**1.19.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

**1.19.2 Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**1.19.3 Certifications Related to Lobbying:**

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**1.19.4 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 the parties to 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 RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

*1.19.5 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; (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 laws.

*1.19.6 Contract Provisions:*

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

*1.19.7 Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

*1.19.8 Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any



regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

*1.19.9 Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

*1.19.10 Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

*1.19.11 Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

*1.19.12 Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of

termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

1.19.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

1.19.14 *Invoices, Progress Payments, & Retainage:*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$500 per day for failure to meet specified deadlines included in Attachment B. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.19.16 **Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any

cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor. All personnel assigned to the engagement will be required to read and sign a CPRB confidentiality agreement which is shown at Attachment C before they will be allowed access to the Agency records.

**PART 2 OPERATING ENVIRONMENT**

**2.1 Location:**

The main office of the Agency is located at the State Capitol Complex, Building 5, Suite 1000, Charleston, West Virginia 25305. The offices of the Teachers Defined Contribution System and the loan department for the Teachers Defined Benefit System and the Deputy Sheriffs Retirement System are located at 90 MacCorkle Avenue SW, Suite 201, South Charleston, WV 25301. This second location also contains the general accounting unit for the agency including the financial statement preparers and accounts payable unit personnel.

**2.2 Background:**

The CPRB is responsible for administering all of the state's qualified retirement plans:

- Teachers Defined Benefit Retirement System
- Public Employees Retirement System
- Department of Public Safety Death, Disability Retirement System (DPS – Plan A)
- State Police Retirement System (DPS - Plan B)
- Judges Retirement System
- Deputy Sheriffs Retirement System
- Teachers Defined Contribution Retirement System
- Consolidated Public Retirement Board Expense Fund (Administrative Fund).

In addition there is a high probability that the CPRB will be implementing a new retirement system called the Emergency Medical Services Retirement (EMSR) system effective January 1, 2008. It is estimated the plan could have as many as 520 members.

CPRB is currently administering benefits for approximately 72,000 active participants and 48,000 retirees. CPRB is a trust and agency fund in the primary government of the State of West Virginia. It is a separately audited entity and is included in the State's Comprehensive Annual Financial Report.

There will be a small room available on the premises for the audit. Fax and modem capabilities will be available on-site as well as internet connectivity. No agency computers will be available to the auditors. The agency contacts for the audit will be Anne Werum Lambright, Executive Director, Mark S. Miller, Chief Financial Officer, and Lori Cottrill, Accounting Manager.

**3.1 General Requirements:**

CPRB financial statements are also included as part of the State of West Virginia's Comprehensive Annual Financial Statements (CAFR). As such the financial reports required under the terms of this proposal must comply with parameters established by the State of West Virginia Department of Administration, Financial Accounting and Reporting Section (FARS). This may include but is not limited to, responding to specific requests for information, preparing closing book forms, and attending conference, meetings, or seminars held or presented by FARS regarding their requirements for report preparation, presentation, deadlines, etc. It is anticipated that the financial statements will continue to be included in the CAFR of the State of West Virginia. Because of this requirement, the completed audited financial statements of CPRB for the year ending June 30, 2006 must be delivered to the State in accordance with the time frame as specified in Attachment B.

At a minimum, the successful vendor must:

- Provide sufficient information to allow the evaluators to judge the competence, experience and capabilities of the firm submitting the bid and the personnel who will be assigned to the audit.
- The bidder must submit resumes for all persons proposed to be included on the audit team.
- The audit must be conducted in accordance with Governmental Auditing Standards issued by the Comptrollers General of the United States.
- The bidder must supply detailed discussion of the audit approach and a timeline for interim and year-end fieldwork.
- The successful bidder must supply a Client Preparation Assistance Package that includes information needed for fieldwork and the timeline for such information.

**3.2 Scope of Work:**

*3.2.1 Scope:* The auditor shall issue an opinion on the fair presentation, in conformity with generally accepted accounting principles, of its general purpose financial statements that will include all CPRB Plans and funds. The audit must be audited in accordance with Government Auditing Standards, issued by the Comptroller General of the United States. This work is to include providing technical assistance to CPRB's financial personnel for the development of GASB 34 "Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments".

CPRB desires the auditor to express an opinion on the fair presentation of its financial statements and schedules in conformity with generally accepted accounting principles.

The auditor is required to audit the additional financial information schedules required by the Financial Accounting and Reporting Section (FARS) of the West Virginia Department of Administration. The successful vendor will need to cooperate with the FARS and perform procedures related to the State's net pension obligation. This additional work will be billed separately to FARS as it is part of the required reporting for the State's audit and is not a part of the CPRB audit.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

All work under the proposed contract will be under the direction of the Chief Financial Officer of CPRB or his designated offices. Written reports must be submitted initially in draft form in order that any necessary changes may be discussed and agreed upon before final acceptance. Any public statements, which may be required, must be discussed with the Executive Director of CPRB prior to the statements being made or released.

**3.2.2 Standards: To meet the requirements of this RFP, the audits shall be performed in accordance with generally accepted auditing standards and in accordance with Government Auditing Standards, issued by the Comptroller General of the United States.**

**3.2.3** *Required Reports:* Following the completion of each audit of the fiscal year's financial statements, the auditor shall issue reports on the fair presentation of the financial statements in conformity with generally accepted accounting principles and in accordance with Government Auditing Standards. The firm shall be required to give to the Director of the Financial Accounting and Reporting Section (FARS) of the Department of Administration, 2101 Washington Street East, Building 17, 3<sup>rd</sup> floor, Charleston, WV 25305, under the authority of Section 5A-2-23 of the State Code an immediate, written report of all irregularities and illegal acts of which the firm becomes aware. Additionally, a copy of all such reports will be given to the Executive Director of CPRB, the Chief Financial Officer of CPRB, and to the Accounting Manager of CPRB. The firm must inform the Executive Director of CPRB, the Chief Financial Officer of CPRB, and the Accounting Manager of CPRB in writing of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments, accounting estimates and projections.
4. Significant audit adjustments and significant revisions of past and current estimates and projections.
5. Other information in documents containing audited financial statements and/or estimates and projections.
6. Disagreements with management.
7. Consultation with other accountants and actuaries.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

**Any issues that arise during the course of the audit that could cause delays in the issuance of the report or have an adverse impact on the audit opinion must be immediately communicated to the Executive Director of CPRB and to Chief Financial Officer of CPRB. A written summary of the issue must also be provided within 24 hours.**

**3.2.4 Management Communication:** CPRB's financial statements are to be included in the financial statements of the State of West Virginia. The auditor may be required to provide special assistance to the State's auditors, and the Financial Accounting and Reporting Section of the West Virginia Department of Administration.

3.2.5 *Working Paper Retention and Access:* 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 CPRB of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:

Executive Director of CPRB

Chief Financial Officer of CPRB

Accounting Manager of CPRB

Director  
Financial Accounting and Reporting Section  
Department of Administration  
State of West Virginia

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

3.2.6 *Assistance To Be Provided To The Auditor and Report Preparation:* The accounting staff of CPRB as well as management will be available during the audit to assist the auditors by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditor.

No internal audit support will be available.

CPRB will provide the auditors with reasonable workspace, desks, and chairs. The auditor will also be provided with access to telephone lines, internet access, photocopying facilities, and FAX machines. The auditor will provide CPRB with an estimate of the number of personnel to be assigned to the audit in the detailed audit plan.

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

The firm must deliver 50 copies of the bound final audit report for CPRB to State Capitol Complex, Building 5, Suite 1000, Charleston, West Virginia 25305 by the delivery date specified in Attachment B. Also an electronic copy of the report must be provided in a PDF or similar format for public review on the agency's website should agency management deem it appropriate.

**The dates in the Schedule of Delivery Dates for Reports are required delivery deadlines.** Failure to deliver the required reports by the dates specified will result in liquidated damages as described in section 3.4.15 and will be considered ground for immediate termination of this contract at the discretion of CPRB as

described in section 3.4.12. If renewal of this contract for services in subsequent years occurs, the contract change order will contain the delivery dates for the renewal period as specified in Attachment B.

CPRB requires that the accounting firm be available to the management of CPRB to assist in dealing with accounting issues and new reporting requirements as they arise on an as needed basis. The bid must include a firm fixed fee for the services discussed above as well as an hourly rate scale for accounting and auditing consulting services. Hourly rates must include all travel and out-of-pocket expenses. (See Cost Quote section below)

**3.3 Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds: N/A*

3.3.2 *Insurance Requirements: N/A*

3.3.3 *License Requirements: N/A*

3.3.4 *Litigation Bond: N/A*

**PART 4 PROPOSAL FORMAT**

**4.1 Vendor's Proposal Format:**

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

**Mandatory Requirements**

**a. Independence**

Governmental auditing standards as required by the governmental accounting office define independence in the second general standard for governmental auditing as follows:

"In all matters related to the audit work, the audit organization and the individual auditors, whether government or public, should be free from personal and external impairments to independence, should be organizationally independent, and should maintain an independent attitude and appearance."

The firm must provide an affirmative statement that it is independent of CPRB and related systems as defined by general accepted auditing standards and the aforementioned governmental auditing standards as promulgated by United States General Accounting

Offices. The firm must also 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.

In addition, the firm will provide an affirmative statement that it will review the independence of all personnel within the firm assigned to this engagement to ensure that they are independent of CPRB and the State of West Virginia and its component entities.

In addition, the firm shall give CPRB written notice of any professional relationships entered into during the period of the agreement with any major contractors as defined in WV § 29.22.23. The firm will also notify CPRB in writing if any other matters come to its attention during the engagement, which may impair its independence.

b. License to Practice in West Virginia

The firm and all assigned key professional personnel and all associated and subcontracted firms must be licensed to practice in West Virginia. In addition, the firm and all associated and subcontracted firms are in good standing with the Unemployment Compensation Division of the State of West Virginia.

c. Quality Control

The fourth general standard as set forth in governmental auditing standards is promulgated by the United States Governmental Accounting Office states that "each audit organization conducting audits in accordance with these standards should have an appropriate internal control system in place and undergo an external quality control review."

The firm and all associated and sub-contracted firms have in place an internal quality control system to provide reasonable assurance that an adequate quality standard will be maintained during the engagement. In addition, copies of the firm or firms internal control document must be attached to the RFQ as well as a copy of the most recent external quality control review or made available within 48 hours upon request of the agency. Should the written report of the most recent external quality control review disclose significant matters that would leave doubts as to the ability of the firm to maintain quality control, a written explanation should be attached to say what steps have been taken by the firm to improve their quality control procedures. The quality control review should have included a review of specific governmental engagements.

The firm must provide with the bid or make available within 48 hours request from the agency information on the results of any federal or state desk reviews or field reviews of its audits during the past three years.

Section I Firm Qualifications and Experience

The firm must have been in business in West Virginia at least 10 years and have at least 5 years experience conducting governmental audits. The firm must currently have on staff at least 10 accounting professionals with at least half of those holding a CPA



certification in West Virginia or similar certification. In addition, the firm should incorporate into the bid a list of those specific clients and engagements which they have performed within the last three years that are similar in nature to CPRB, including contact names and numbers where available and appropriate. These should be ranked on the basis of staff hours for the engagement. The state of West Virginia reserves the right to contact these clients.

Should the firm intend to include any subcontracted firms the firm must provide the information for each subcontracted firm as for the primary firm; however, the primary firm will still be responsible for the results and deliverables of the contract.

## Section II Personnel Qualifications and Experience

The firm must identify the managing partner of the office from which the engagement will be performed. The contact information for the managing partner must include the name of the managing partner, his address, his direct dial telephone number, fax number, and email address. This information is intended for use in the unlikely event that **CPRB** is unable to obtain satisfactory responses from the audit team and need to have direct contact with management.

The firm must identify the principal supervisory and management personnel to be included in the engagement including the engagement partner, reviewing partners, managers, other supervisors and specialists. These personnel may be changed if those personnel leave the firm, are promoted, or are assigned to another office. They may also be changed for other reasons with the express prior written permission of the audited agency. However, in either case, the agency retains the right to approve or reject replacements.

The vendor must provide for each of the aforementioned personnel a resume outlining the qualifications and experience including years of experience in the auditing field and in the governmental sectors. Resumes should be attached to the bid. As a minimum, each resume must include the following:

- Number of years of total experience
- Numbers of years of experience in specific specialties and a description of each specialty
- General certifications and qualifications obtained
- Listing of relevant continuing professional education courses within the last three years
- A list of those clients similar to CPRB for which the person has performed a significant amount of work within the last three years

A chief concern of CPRB is the ability of the successful firm to maintain the quality of staff assigned to the engagement over the term of agreement. The firm must clearly state what steps will be taken in order to ensure the quality of staff over the term of the agreement.

All personnel assigned to the engagement must have at least one year of auditing experience in public accounting or a similar environment.

Subcontracted and jointly associated firms can only be added, dropped, or changed with the expressed written permission of CPRB, which retained the right to approve and reject these changes. Personnel assigned to the engagement by subcontracted or jointly associated firms must go through the same approval process as the primary firm's

personnel discussed above. Any changes regarding a subcontractor must be made via a contract change order and subject to approval of the State Purchasing Division.

### Section III Expertise of Actuarial Staff

It is a requirement of this RFP that the auditing firms have an actuary on the engagement team. A large portion of the audit relies on the review of an accredited actuary. Proposals must state that experience and qualifications of the consulting actuary who would be performing work throughout the course of the engagement. The proposal must also estimate the review time the actuary will spend on the audit.

### Section VI Report Approach

The proposal should set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in this request for proposals.

Proposals are required to provide the following information on their approach:

1. Level of staff and number of hours to be assigned to each proposed segment of the engagement (i.e. planning, internal controls reporting, etc.)
2. An estimate of the total time required to complete the audit
3. Firm's understanding of work to be performed as demonstrated by discussion of overall audit approach
4. Extent of use of technology in the engagement

### Section V Cost

The cost proposal should be in the format provided as Attachment A and should be submitted in a separate envelope from the technical proposal.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

## 4.2 Evaluation Process:

### 4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the final highest point score of all vendors (possible one-hundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

## 4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

### A. Expertise and Experience (40 points) (Part 4.1, Sections, I, II, and III)

The firm's past experience and performance on comparable engagements including:

- (1) The quality of the form's professional personnel to be assigned to the

engagement and the quality of the firm's management support personnel, to be available for technical consultation.

(2) The organization size, structure and location of branch officers of the firm that are to be utilized in the performance of the contract.

(3) The firm's past experience with comparable governmental and pension clients.

B. Approach (30 points) (Part 4.1 Section IV)

(1) Adequacy of proposal staffing plan for various segments of the engagement. Adequacy of staffing to ensure the completion of the report within the timeline established in Schedule B.

(2) Adequacy of overall audit approach

(3) Adequate use of technology

D. Cost (30 Points)

Total 100 Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

Attachment A  
**COST QUOTE FOR AUDIT SERVICES**

Total all-inclusive fee for audit **excluding EMS Plan** \$ \_\_\_\_\_

Additional cost for EMSR Plan if implemented \$ \_\_\_\_\_

Total all-inclusive fee for audit **including EMS Plan** \$ \_\_\_\_\_

***\*\*Evaluation will be based on the Total all inclusive fee for audit including the EMS Plan.***

<b>Classification</b>	<b>Cost Per Hour</b>
Partner	_____
Manager	_____
Supervisor	_____
Seniors	_____
Staff	_____
Clerical	_____
Other(identify)	_____

**\*\* The above hourly rates must be provided. All hourly rates must include all travel and out-of-pocket expenses.**

<b>CONSOLIDATE PUBLIC RETIREMENT BOARD TIMETABLE FOR COMPLETION OF AUDIT</b>	
<b>Required Submission or Event</b>	<b>Required Completion/ Submission Date</b>
Entrance conference	Before June 15, 2007
Client Assistance Package Provided	On or before June 22, 2007
Field work to begin	On or before July 23, 2007
Draft of CPRB reports and financial statements for review	September 3, 2007
Revised draft with all requests changed and modification of CPRB reports and financial statements for review	September 10, 2007
Draft submitted to the Financial Accounting and Reporting Section (FARS) of the Department of Administration with copies to the Executive Director and Chief Financial Officer of CPRB	September 17, 2007
Unsigned final draft with all modifications to CPRB management for final review	October 8, 2007
Final signed report for CPRB submitted to CPRB and to the Financial Accounting and Reporting Section of the Department of Administration	October 15, 2007
Presentation to CPRB Board	January 2008 Board Meeting

## **Consolidated Public Retirement Board Confidentiality and Non-disclosure Statement**

Protecting confidentiality and understanding the sensitive nature of information recorded at CPRB become the responsibility of every person. We strictly adhere to a policy of non-disclosure of any confidentiality statement.

At no time, shall an auditor who is auditing the Consolidated Public Retirement Board distribute personal information regarding any client of this agency unless specifically requested or authorized by the client in written form, or pursuant to a subpoena. The only exception would be distribution of data to a fellow auditor for the performance of his/her duties. This personal information includes, but is not limited to, client or employee salaries, medical history, pension specific information, Social Security numbers, or any other identifying number, addresses, banking information, telephone numbers, or any other data or information excluded from protection by the WV Freedom of Information Act. All subpoenas and Freedom of Information Act requests shall be submitted immediately upon receipt to the Executive Director and Board counsel.

“I, \_\_\_\_\_, completely understand the sensitive nature and the confidentiality of the client/employee information stored at the West Virginia Consolidated Public Retirement Board. I, therefore, acknowledge and agree that personal client/employee information and any other related data is to be treated as “confidential information” which is not a matter of public record. I, therefore, agree not to permit distribution of this information to any person (other than fellow auditors who require this information for the performance of their duties) except upon written authorization of the client, pursuant to a Freedom of Information Act inquiry, if authorized to do so by Board Counsel or the Executive Director. I understand that, if at any time I am approached by an outside agency or media representative, I shall direct their queries to the Executive Director or his/her designee.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**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](http://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: \_\_\_\_\_