



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
 FAR000007

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 FINANCIAL ACCOUNTING AND
 REPORTING SECTION
 2101 WASHINGTON ST E
 CHARLESTON, WV
 25305-1510 304-558-4083

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/26/2007				

BID OPENING DATE: 06/06/2007 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 DEPARTMENT OF ADMINISTRATION'S FINANCE DIVISION, IS SOLICITING PROPOSALS FOR A QUALIFIED FIRM OF PUBLIC ACCOUNTANTS TO PERFORM THE SINGLE AUDIT OF THE STATE OF WEST VIRGINIA AND THE FINANCIAL AUDIT OF THE BASIC FINANCIAL STATEMENTS OF THE STATE'S COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2007, IN ACCORDANCE WITH THE SINGLE AUDIT ACT OF 1996, OMB CIRCULAR A-133, GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB) PRONOUNCEMENTS AND OTHER FEDERAL REQUIREMENTS PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR MAY 11, 2007 AT 10:00 AM AT THE AGENCY'S LOCATION AT 2021 WASHINGTON STREET EAST IN CHARLESTON, WEST VIRGINIA. THE MEETING WILL BE HELD IN THE FIRST FLOOR CONFERENCE ROOM. ALL VENDORS WISHING TO SUBMIT A PROPOSAL FOR THESE SERVICES MUST BE PRESENT AT THE PRE-BID MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN THE DISQUALIFICATION OF THE VENDOR'S PROPOSAL.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS LISTED IN THE BODY</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.

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>OF THIS REQUEST FOR PROPOSAL (RFP), VIA FAX AT 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE: SCOPE OF WORK, REQUIREMENTS AS THEY PERTAIN TO THE ACTUAL SERVICES INVOLVED, AND EXPECTATIONS OF THE VENDOR TO PERFORM THESE SERVICES. TECHNICAL QUESTION MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MAY 14, 2007 AT 9:00 AM. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL SUBMISSION PROCESS FOR A VENDOR'S PROPOSAL MAY BE SUBMITTED AT ANY TIME AND IN ANY FORMAT INCLUDING ORAL TO KRISTA FERRELL.</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>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>						

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<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> <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 SERVICE 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 style="text-align: center;">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> <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</p>						

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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: <input type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR <input type="checkbox"/> 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						

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<p>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 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>						

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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						
THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE PROPOSAL MAY NOT BE CONSIDERED. SEALED BID						
BUYER:					KRISTA FERRELL-21	

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REQUEST FOR PROPOSAL
Department of Administration, Finance Division
FAR000007

Part 1 GENERAL INFORMATION

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, Finance Division, hereinafter referred to as "ADM," to perform financial and compliance audit services for the State of West Virginia.

1.2 Project:

ADM is requesting proposals from qualified firms of certified public accountants to perform the Single Audit of the State of West Virginia and the financial audit of the Basic Financial Statements of the State's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2007, in accordance with the Single Audit Act of 1996, OMB Circular A-133, Governmental Accounting Standards Board (GASB) pronouncements, and other federal and governmental requirements. The initial contract is for one year with the option of two (2) one-year renewals. These audits are to be performed in accordance with generally accepted auditing standards (GAAP), Government Audit Standards, and other applicable laws and regulations. The successful vendor's inability to meet required deadlines may result in as much as 10% reduction in its fee.

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 and 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 the 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
Phone: 304-558-2596
Fax: (304) 558-0468
Email: kferrell@wvadmin.gov

The vendor or anyone on the vendor's behalf, is not permitted to make any contact whatsoever 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 or contract.

1.6 Oral Statements or Commitments:

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is not binding. Only the information issued in writing and added to the 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 non-mandatory information specifications do not require a response from 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 the basis for disqualification of the proposal. The State reserves the right to waive the informalities 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 dated 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 West Virginia 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 proposal, plus (5) 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
Req#:	FAR000007
Opening Date:	June 6, 2007
Opening Time:	1:30 pm

1.9.4 Best Value Purchasing Standard Format:

All Requests for Proposals shall follow the standard format defined by the Purchasing Division. This format addresses required areas and enables ADM 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 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 and the State Auditor will open only the technical proposals on the date and time specified in the Request for Proposals. The Purchasing Division representative will read aloud the names of those who responded to the solicitation to confirm receipt by the State Auditor, and to confirm that both original packages contained a separately sealed cost proposal.

1.9.4.4 Technical Evaluation:

An evaluation committee will review the technical proposals, assign appropriate points and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the information 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 notify the State Auditor and schedule a time and date to publicly open and read aloud the cost proposals. ADM 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 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 Code. A certificate of application is used to request this preference. 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 bidder'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's Office.

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 such 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 or 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 the 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 duplication 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 exempt from 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 West Virginia Code §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	April 26, 2007
Mandatory Prebid Conference At 10:00 am	May 11, 2007
Deadline for Technical Questions At 9:00 am	May 14, 2007
Addendum Answering Technical Questions	May 21, 2007 (Approx)
Bid Opening Date	June 6, 2007

1.17 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on May 11, 2007 at 10:00 am. The mandatory pre-bid conference will be held at the agency's location at 2021

Washington Street, East in Charleston, West Virginia. The meeting will be held in the first floor conference room. 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 No Debt Affidavit:

West Virginia 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 its 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 ADM.

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, 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 ADM 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 ADM.

1.19.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and ADM, their officers, and employees from and against: (1) Any claims or losses for

services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage 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 and regulations (Federal, State, and Local Government).

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 Vendor may terminate the contract for any reason upon giving ADM 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 ADM 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 ADM 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, ADM may terminate the contract at the end of the affected current fiscal period without further charge or penalty. ADM shall give the vendor written notice of such non-allocation of funds as soon as possible after ADM receives notice. No penalty shall accrue to ADM 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 by the State 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, ADM, 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 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 ADM, 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 ADM 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 ADM 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 ADM 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 ADM 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 of up to 10% of the contractual fee shall be imposed for failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or ADM's right to pursue any other additional remedy to which the State or ADM 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 ADM personnel at Vendor's location during normal business hours upon written request by ADM within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by ADM 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 ADM 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.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

ADM is located at 2101 Washington Street, East, Charleston, WV. The principal contact person for the Finance Division, Financial Accounting and Reporting Section (FARS) will be Ross Taylor.

2.2 Background:

The services to be provided under this contract are for a Statewide Single Audit of the State of West Virginia, which requires both a financial and a compliance audit. Those services must include the determination and report whether the Basic Financial Statements in the State's CAFR present fairly the financial position and results of financial operations in accordance with GAAP.

The State has completed a CAFR since 1992, through the efforts of the Financial Accounting and Reporting Section (FARS). Since the 1995 CAFR, the State has been awarded the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. To produce the CAFR, FARS gathers information from all State agencies, accounts, departments, boards, and commissions.

West Virginia has filed all previous Single Audit reports with the federal government for fiscal years 1986-2006. The State has established a good working relationship with the Department of Health and Human Services, the federal cognizant agency for West Virginia's Single Audit.

2.3 Federal Financial Assistance:

The fiscal year 2006 Schedule of Expenditures of Federal Awards (SEFA) identifies more than 396 individual awards, with approximately 29 possible type A programs. These grants were received from 29 different federal grantor agencies. A rotating schedule for Student Financial Aid (SFA) audits has been established with federal cognizant agency approval. This schedule allows certain state higher education institutions to have SFA audits on a rotating schedule based on relative amounts of SEFA. West Virginia University and Marshall University are audited each fiscal year under the current plan. This RFP contemplates no change to this schedule. We

expect this rotation schedule to continue and the following institutions to be scheduled for audit for the fiscal year ending June 30, 2007:

West Virginia University Main Campus
Marshall University
West Virginia University Institute of Technology
Northern West Virginia Community College
Glennville State College
Concord University

Four institutions have created research corporations which obtain federal grants for the benefit of the institution. The scope of this RFP will not include audits of these research corporations.

2.4 Chief Inspector's Office of the West Virginia State Auditor's Office:

The State Auditor's Office is responsible for conducting or subcontracting audits of local governments and municipalities. These audits have historically been completed late. Many State agencies provide grants to subrecipients. Each subrecipient is required to have single audits performed timely for submission and review by the grantor agency. Certain agencies may not be within the requirements of their grants. The Chief Inspector's Office has agreed to take corrective steps in the future to ensure timely audits. The Chief Inspector's Office had its last peer review performed by the National State Auditors' Association on October 3, 2006. The opinion is available at the Chief Inspectors web site: [www.wvsao.gov/cid/forms/Opinion Letter WVSAO.pdf](http://www.wvsao.gov/cid/forms/Opinion%20Letter%20WVSAO.pdf)

2.5 Financial Reporting Entity:

West Virginia has approximately 104 various State agencies of varying size and structural organization. Its agencies receive their funding from a combination of fees and annual appropriations of the West Virginia Legislature. The State's most significant source of revenues in the governmental funds are federal grants, personal income tax and consumer sales tax.

The annual general revenue budget of the State is approximately \$3.5 billion. The majority of the State's general revenue budget is dedicated to Education.

The State of West Virginia has an executive branch of government that is structured to maintain separation of powers and responsibilities. The elected state officials are the Governor, State Auditor, Attorney General, Commissioner of Agriculture, State Treasurer and Secretary of State. The legislative branch also operates a legislative auditor's office with accounting and audit responsibilities that are set forth in the West Virginia Code. These audit responsibilities do not overlap or duplicate the Single Audit.

There are several component units of state government which have been identified

in accordance with GASB Statement No.14.

The majority of these component units presently have independent GAAP audits of their operations on an annual basis. The Single Audit firm is expected to rely on those stand-alone financial statement audits to the greatest extent possible. These audit reports are required to be issued each year in a time frame established by the Financial Accounting and Reporting Section of the Department of Administration. See Appendix C for a list of entities which are audited on a stand-alone basis.

2.5.1 State Comptroller's Office:

The State Comptroller (Comptroller) is responsible for issuing the State's CAFR and ensuring that the Basic Financial Statements of the State are audited annually by an independent certified public accounting firm. Additionally, the Comptroller is responsible for maintaining the State's financial records in accordance with GAAP along with maintaining the official chart of accounts of the State, the centralized accounting system of the State, and statewide accounting policies and procedures. The Comptroller is also responsible for ensuring the State's component units submit financial statements, audited by independent certified public accountants, in the form and time frames necessary for inclusion in the State's CAFR.

2.5.2 WVFIMS:

The State of West Virginia's centralized accounting system is known as the West Virginia Financial Information Management System (WVFIMS). WVFIMS provides a centralized system that meets the budgetary accounting needs of the State and its agencies. The system provides management with on-line access to critical information for general ledger and appropriation accounts. WVFIMS has approximately 2,500 active funds in which the State tracks postings for all transactions. Also, WVFIMS has approximately 2,700 revenue accounts and 3,200 expenditure accounts in which activity is recorded. WVFIMS provides State agencies with ledgers for all accounting transactions. In 2006, there were approximately 576,000 invoice transactions, 538,000 purchase card transactions, and 38,000 intergovernmental transfers.

Documentation for WVFIMS is made available to State agencies in the form of training manuals and user manuals. Policies are currently distributed to State agencies as updated. All agencies have been trained on the system and ongoing training is available.

2.5.3 GAAP Basis Financial Data:

Department of Revenue maintains responsibility for the budget process.

ADM maintains responsibility for the encumbrance accounting, purchasing rules and regulations, fixed asset accounting, hiring and classification of employees, spending controls, and preparation of GAAP basis financial statements.

The data available with respect to cash, investments and accounts payable is centralized within WVFIMS.

The data available with respect to accounts receivable is not centralized. Each State agency that maintains accounts receivable is responsible for their own systems, procedures and account records.

Annually, each State agency is required to report litigation and claims to FARS. This information is compiled and a list is sent to the Attorney General's Office. The Attorney General then reviews the overall list of litigation and claims. The Attorney General responds directly to the audit firm as part of the confirmation process. The audit firm is responsible for coordinating responses from State agencies to confirm litigation handled by legal counsel other than the Attorney General.

The State of West Virginia does not have a statewide internal audit function. Various agencies of government have an internal audit staff, which may be available to assist the external audit firm.

The State provides a retirement program for its employees and employees of local governmental units, including school boards. These retirement programs are administered through the Consolidated Public Retirement Board (CPRB), 1900 Kanawha Boulevard, East, Building 5, Room 1000, Charleston, WV. CPRB is audited separately.

2.5.4 CAFR:

The State has completed a CAFR every year since 1992. FARS is primarily responsible for the preparation of the CAFR. Information reported in the CAFR comes from a variety of sources. The State has approximately 26 component units and enterprise funds which are required to submit GAAP basis audited financial statements to FARS. For funds which are not audited on a stand-alone basis, working papers are prepared from information gathered in the form of "closing books". For the 2006 CAFR, FARS used 22 closing forms that are completed by approximately 75 State agencies. The following is a list of working papers prepared from closing book information or other sources.

Cash - Outside	Other Assets & Liabilities
Accounts Receivable	Claims & Judgments
Inventory	Compensated Absences
Outside Investments	Transfers
Taxes Receivable	Investments
Capital and Operating leases	Accounts Payable
IGT's Receivable	Budget to Actual Schedule
Medicaid Accrual	Budget to GAAP
Due From Federal Government	General Fund Opening Balances
Due To/From Local Government	Internal Service Funds
Statistical Section	Long-Term Debt
Capital Assets	Delinquent Taxes

Tax Refunds Payable
 Unearned Revenue
 Deposit & Investment Risk Disclosure
 Restricted Assets
 Retirement Systems
 Subsequent Events

Funds Without Financial Statements
 Management Discussion & Analysis
 OPEB
 Fund Equity (Changes in)
 Lease Purchase Accounts
 Tobacco Settlement Authority

All working papers are centrally located in the library of FARS. Working papers consist of closing book information from various State agencies, copies of audited financial statements from component units and information used to prepare the footnote disclosures and other required statements. Detailed budgetary basis activity for the year as recorded in WVFIMS is summarized for entry into the CAFR2000 a PC-based reporting tool, which produces the financial statements. "Proof" sheets from CAFR2000 are printed which document the adjustments made by FARS.

2.5.5 State Auditor's Office:

The West Virginia State Auditor's Office (SAO) is a separate elected official. SAO reviews and examines all disbursements including vendor and payroll checks of the State of West Virginia. The SAO operates a budgetary fund accounting system on a modified cash basis. The primary audit contact for the SAO is Mack Parsons, Senior Deputy State Auditor.

The individual State agencies enter transactions on the IBM WVFIMS terminals. Transactions are then processed and approved by the State Auditor (Unisys System) for payment. When the transaction is completed, it is recorded on both the IBM and Unisys System. The SAO maintains all supporting documentation centrally in its office. The two systems are kept in constant reconciliation.

The State has approximately 45,000 to 46,000 employees who are paid by the Auditor's Office. In 2006, the State processed approximately 576,000 vendor invoices.

2.6 Investments:

The State Treasurer's Office (STO), Board of Treasury Investments (BTI), and the Investment Management Board (IMB) have the responsibility for the investment of funds for all State agencies, departments, boards and commissions, unless otherwise specified in the West Virginia Code. The STO has the responsibility for the cash management of funds for all State agencies, departments, boards and commissions unless otherwise specified in the West Virginia Code.

2.6.1 State Treasurer's Office:

The STO is responsible for the processing of all cash receipts delivered to the State agencies within the capitol complex. The checks received by STO from State agencies are magnetic ink character recognition (MICR) encoded in-house using remittance processing equipment. The State Tax Department also MICR encodes

checks received. The cash and checks processed by the STO and the State Tax Department are directly presented by the STO to the Federal Charleston Regional Processing Center.

Cash and checks deposited into banks throughout the State are concentrated into the STO's main receipt account either by wire transfer or through automated clearing house transactions. The STO is responsible for reconciling all receipt and disbursement bank accounts. Approximately 83 bank accounts are reconciled monthly. The banking records are tracked through the banking module of WVFIMS. All supporting documents are located in the STO.

The STO monitors all bank account balances to ensure that the bank has pledged sufficient collateral to cover all deposits held by the bank. The STO approves all imprest funds and outside bank accounts used by State agencies. An outside bank account may be used by a State agency to deposit those funds not due the State of West Virginia, e.g., direct student loans.

The STO is responsible for the administration of the Federal Cash Management Act. The STO performs all calculations required by the Cash Management Act and submits each annual report calculating the State's liability to the US Treasury.

The STO prepares a quarterly and annual debt management report, which is used in the preparation of the State's CAFR.

2.6.2 Investment Management Board (IMB):

The IMB is responsible for the State's employee benefit plans and the Workers' Compensation and Pneumoconiosis trust funds, which totaled approximately \$9 hundred million at June 30, 2006. The IMB has engaged professional investment managers to provide investment advice on all of the investment pools except for the participant directed accounts.

2.6.3 Board of Treasury Investments (BTI):

The BTI is responsible for investing the State's general operating cash, and cash for participating local governments and State agencies which totaled approximately \$2.5 billion at June 30, 2006. The BTI has engaged professional investment managers to provide investment advice on all of the investment pools except for the participant directed accounts.

2.7 Availability of Reports and Workpapers:

In accordance with Statement on Auditing Standards Number 84, ADM intends to request that the predecessor firm respond to reasonable inquiries of the successor auditor and allow access to review working papers on matters of continuing significance. The ADM's workpapers and copies of audited reports are available upon request.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

ADM is soliciting the services of qualified firms of certified public accountants to perform the Single Audit of the State of West Virginia and the financial audit of the basic financial statements of the State's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2007, in accordance with the Single Audit Act of 1996, OMB Circular A-133, Government Accounting Standards Board (GASB) pronouncements and other federal requirements. The initial contract is for one year with the option of two (2) one-year renewals. These audits are to be performed in accordance with GAAP, Government Audit Standards, and all other applicable laws and regulations.

3.2 Scope of Work:

The services to be provided under this contract are for a Statewide Single Audit of the State of West Virginia. The Single Audit Act of 1996 requires both a financial and a compliance audit, including the audit of the State's CAFR.

The audit firm shall determine (1) whether the financial statements are presented fairly in all material respects in conformity with GAAP, and (2) whether the SEFA is presented fairly in all material respects in relation to the financial statements taken as a whole.

The audit firm shall perform procedures to obtain an understanding of internal control over federal programs sufficient to plan the audit to achieve a low assessed level of control risk for major programs.

The audit firm will determine whether the State has complied with laws, regulations and the provisions of contracts and grant agreements that may have a direct and material affect on each of its major programs.

The audit firm will follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings and report when the audit firm concludes that the summary schedule materially misrepresents the status of any prior audit finding.

The audit firm shall communicate to the State which federal awarding agencies and pass-through entities are required to receive a copy of the reporting package.

All work under the proposed contract will be under the direction of ADM. 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 ADM prior to the statements being

made or released.

3.3 TIME REQUIREMENTS

3.3.1 *Date Services May Commence:*

The audits will commence on a date to be mutually agreed upon. Preliminary work before fiscal year-end is encouraged to help ensure that the audit is completed in the time frame established in Appendix B.

3.3.2 *Schedule for the Fiscal Year 2007 Audit:*

Each of the following shall be completed by the audit firm no later than the time indicated in the timetable included in Appendix B.

1. **Interim Work**
During this phase, the audit firm shall gain a detailed understanding of the controls that exist over expenditures of federal awards and the GAAP basis financial statements.
2. **Detailed Audit Plan**
The audit firm shall provide detailed audit plans and requests for audit assistance within the time frame specified in Appendix B.
3. **Field Work**
The audit firm shall complete all field work within the time frame specified in Appendix B in order to ensure that the draft and final reports are delivered as agreed.
4. **Draft Reports**
The audit firm shall have drafts of the audit reports and recommendations to the respective management of ADM available for their review by the dates specified in Appendix B.
5. **Final Reports**
The audit firm shall deliver the final audit reports and recommendations to the respective management of ADM and other State agencies, where applicable, by the dates specified in Appendix B.

Should the audit firm fail to meet the submission deadlines for draft and final reports as outlined in Appendix B, the State Comptroller may impose liquidated damages in the amount of one percent (1%) to ten percent (10%) of the total contract price. However, liquidated damages will not be imposed if the audit firm has received a written extension of the deadlines from the State Comptroller in advance. The State Comptroller has the discretion to assess or waive liquidated damages based upon the circumstances or reasons for the failure on the part of the auditor.

All requests for extensions of the deadlines for submission of reports must be made in writing to the State Comptroller of ADM at least ten (10) working days before the first deadline for which an extension is requested. The request must include:

- a. what deadlines the request applies to;
- b. the new date of submission should the request be granted and the impact the request will have on subsequent report deadlines; and
- c. a concise discussion of the reason(s) for the delay which includes the cause of the delay, what events precipitated that delay, what action was taken to resolve the issues involved without a delay, and likelihood of meeting the new date of submission.

The State Comptroller will either grant or reject the request within ten (10) working days of its receipt, in a written notification to the audit firm.

3.3.3 Entrance Conferences, Progress Reporting, and Exit Conferences:

The audit firm shall hold entrance conferences with all key financial accounting personnel to discuss interim work to be performed and any anticipated audit problems. The meetings also will be used to establish an overall liaison for the audits and to make arrangements for work space and other needs of the audit firm.

During field work, the audit firm will meet at intervals as outlined in Appendix B with the State Comptroller or other designated financial personnel in order to report the progress of its work and identify any problems, issues, and significant findings. The audit firm shall provide ADM with written minutes of the meeting, including issues discussed and actions to be taken within three (3) working days after the meeting.

The audit firm shall hold exit conferences with the Single Audit Coordinator and other key personnel from each agency in which CAFR and SEFA field work is conducted to summarize the results of their field work and to review significant findings. Agency representatives must be provided an opportunity to respond to the findings in a reasonable time frame in order to correct audit firm's errors or oversights identified by the audit firm, or to provide information that may have been previously unavailable. The meetings should be coordinated with FARS.

3.3.4 Due Date for Final Reports:

The audit firm shall provide all reports, findings, recommendations, revisions, management letters and suggestions for improvement to the State Comptroller.

The State Comptroller will complete the review of the draft reports as expeditiously as possible. It is not expected that this process should exceed one week. During

that period, the audit firm should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed audit reports shall be delivered within seven (7) working days, but not later than the final delivery dates specified in Appendix B.

The audit firm shall deliver five (5) signed copies of each report to the State Comptroller.

3.4 **ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

3.4.1 *Information and Assistance:*

The accounting staff of ADM and the State agencies as well as management will be available during the audit to assist the audit firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the audit firm.

3.4.2 *Internal Audit Staff Assistance:*

Our internal auditor, Dave Mullins, will be available on a limited basis.

3.4.3 *Work Area, Telephone, Photocopying, and Fax Machines:*

ADM will provide the audit firm with reasonable work space, desks and chairs. The audit firm will also be provided with access to telephone lines, photocopying facilities and fax machines. The audit firm will provide ADM with an estimate of the number of personnel to be assigned to the audit in the detailed audit plan. The audit firm will bear the cost of on-line use of the State's data processing systems for audit tests and will work with the Information Services & Communication staff on estimating and coordinating that work. Parking will be the responsibility of the audit staff.

3.4.4 *Report Preparation:*

Final preparation, editing and printing of ADM reports, including the CAFR, SEFA, summary schedule of prior year audit findings and the corrective action plan, shall be the responsibility of ADM.

3.4.5 *Audit Requirements:*

To meet the requirements of this RFP, the audit firm shall perform all audits in accordance with GAAP, Government Auditing Standards, the requirements of OMB Circular A-133 and all other applicable regulations and standards.

3.4.6 *Reports to Be Issued:*

As required by Federal OMB circular A-133, the services required by this RFP must include reporting on all of the following:

1. Whether the Basic Financial Statements in the State's CAFR present fairly

the State's financial position and results of financial operations in conformity with generally accepted accounting principles.

2. Whether the SEFA is fairly presented in relation to the basic financial statements.
3. Internal control related to the financial statements and major programs.
4. Compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect upon the State's financial statements.
5. Compliance with laws, regulations and the provisions of contracts or grant agreements which could have a direct and material effect on each major program.
6. Findings and questioned costs.
7. The summary of the auditor's results, which includes:
 - type of report issued on financial statements;
 - type of report issued on compliance for major programs;
 - where applicable, a statement that reportable conditions in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknesses;
 - where applicable, a statement of reportable conditions in internal control over major programs disclosed by the audit and whether any such conditions were material weaknesses;
 - a statement as to whether the audit disclosed any audit findings which the auditor is required to report;
 - an identification of major programs;
 - the dollar threshold used to distinguish between Type A and Type B programs; and
 - a statement as to whether the auditee qualified as a low-risk auditee.
8. Any irregularities, fraud or illegal acts. The firm shall be required to give to the State Comptroller under the authority of Section 5A-2-33 of the State Code an immediate, written report of all irregularities and illegal acts of which the firm becomes aware.
9. Any additional requirements under OMB Circular A-133 or future federal OMB circulars that may become effective during this audit contract.

The firm must inform the Cabinet Secretary of the Department of Administration and the State Comptroller in writing of each of the following:

1. The auditor's responsibility under GAAP
2. Significant accounting policies
3. Management judgments and significant revisions of past and current 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 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
- 10. Any additional requirements under SAS 61 or any other related requirements that are currently in effect or may become effective during this audit contract

3.5 Working Paper Retention and Access to Working Papers:

All working papers and reports must be retained, at the auditor firm's expense, for a minimum of five (5) years after the issuance of all reports, unless the firm is notified in writing by ADM of the need to extend the retention period. The audit firm will be required to make working papers available, upon request, to the representatives of the federal cognizant agency, other government audit staff, the Government Accounting Office and ADM.

In addition, the audit firm shall respond to the reasonable inquiries of successor auditors and allow them to review working papers relating to matters of continuing significance, in accordance with Statement on Auditing Standards Number 84.

3.6 Special Terms and Conditions:

3.6.1 License Requirements:

Must be a firm of certified public accountants licensed to practice in West Virginia.

3.6.2 No Debt Affidavit:

West Virginia Code §5A-3-10a(d) requires all vendors to submit an affidavit of debt which certifies there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal which must be completed, signed and returned with the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed by both vendors.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

- A. A master copy (so marked) of the Proposal and five (5) copies to include the following:
 - i. Title Page
Title page showing the RFP's subject; RFP number; the firm's name, the name, address, and telephone number of a contact person; and the date of the proposal.

ii. Table of Contents

iii. Detailed Proposal

The detailed proposal should follow the order set forth in Section 4.2 of this RFP.

4.2 Proposal

4.2.1 *General Requirements:*

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the statewide Single Audit. As such, the substance of proposals will carry more weight than its form or manner of presentation. The proposal must demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It must also specify audit approaches that will meet the RFP's requirements.

The proposal must address all the points outlined in this RFP including those identified in Section 4.6. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. While additional data may be presented, full responses to the items in this section (4.2) must be included.

All requirements of this RFP must be met for all firms and personnel that may be associated with the firm presenting the proposal as the primary contractor. The proposing firm as primary contractor is to provide in its proposal all information about associated firms and personnel. It is preferred that this information be submitted with the vendor's bid proposal. The agency reserves the right to request this information.

4.2.2 *Independence:*

The firm must provide an affirmative statement that it is independent of the State as defined by generally accepted auditing standards and the United States General Accounting Office's Government Auditing Standards.

4.2.3 *License to Practice in West Virginia:*

The vendor must provide an affirmative statement indicating that the firm and all assigned key professional staff and all associated and subcontracted firms are properly licensed to practice in West Virginia. It is preferred that this information be submitted with the vendor's bid proposal. The agency reserves the right to request this information.

4.2.4 *Firm Qualifications:*

The proposal should state, for each firm included by this proposer, the size of

the firm, the size of the firm's governmental services 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.

The firm must submit a copy of the report on its most recent external quality control review, and a statement whether that quality control review included a review of specific government engagements.

The firm should 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 proposal shall state each firm's status within the public accounting profession and the status of any adverse legal action that may jeopardize the firm's long-term viability.

4.2.5 Partner, Supervisory and Staff Qualifications

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, audit seniors, 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.

The firm should describe the number, qualifications, experience, and relevant continuing professional education of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, audit seniors, and specialists may need to be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for these or other reasons with the express prior written permission of ADM. However, in either case, ADM must be informed in writing of these changes and retain the right to approve or reject replacements based upon their qualifications, experience or performance.

Other personnel may be changed at the discretion of the proposer, provided that replacements have substantially the same or better qualifications or experience.

4.2.6 Similar Engagements with Other Government Entities:

The firm should describe the most significant engagements performed in the last five (5) years that are similar to the engagement described in this RFP including the firm's experience in managing a state-wide audit.

Indicate the scope of work, date, engagement partners or directors, total hours,

and the name and telephone number of the principal client contact.

4.2.7 Audit Approach:

The proposal shall set forth the firm's responsibilities under the applicable auditing standards and federal regulations and describe how the firm's approach to this engagement will demonstrate that all requirements are met.

The proposal shall identify and describe any potential problems in performing all services described in this RFP, including the effects of GASB standards, the firm's approach to resolving these problems and any special assistance that will be requested of ADM or the State agencies.

4.2. 8 Specific Work Plan:

The proposal shall set forth a work plan for the audit, including the utilization of subcontractors, if any, and how such participation will be managed to ensure appropriate communication between ADM and the firm. The work plan must include time estimates for the completion of each significant segment of the work and the staff level to be assigned. In developing the work plan, reference should be made to key sources of information, such as financial systems and other management information systems. Describe how the partner-in-charge will take an active role in the audit to ensure that individuals with the necessary experience and expertise will be assigned to the audit at the appropriate point to ensure timely completion.

The audit work plan must demonstrate the audit firm's understanding of the audit requirements of a Single Audit as specified in OMB Circular A-133, as well as, the compliance requirements of OMB Circular A-87 and the audit tests and procedures to be applied in completing the work plan. Audit work plans should be provided for fiscal year 2007.

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

- a. Proposed time line and audit plan with specific dates to ensure completion in desired time limits;
- b. Level of staff and number of hours assigned to each proposed segment of the engagement;
- c. Describe aspects of the engagement which may require the services of specialists or involve consultation outside the engagement team;
- d. Address how new accounting pronouncements or implementation of federal regulations may affect the work plan;

- e. Approach to the design of audit tests, including:
 - extent of the use of detail transaction testing in the engagement;
 - type and extent of analytical procedures to be used in the engagement;
 - areas where on-line sampling and testing might be employed to improve efficiency;
 - approach to be taken in drawing audit samples and purposes of tests of compliance; and
 - sample size and extent to which statistical sampling is to be used in the engagement;
- f. Approach to be taken to gain and document an understanding of the State agencies' and respective federally funded programs' control structures;
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work;
- h. The vendor shall provide sample formats for required reports;
- i. The vendor shall provide sample formats for management representations;
- j. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with ADM; and
- k. Proposers must state clearly any additional work necessitated by this engagement, and certify that for nonspecific services described in the RFP, it will charge the same hourly rates as those quoted in their fixed fee quotation. Proposers must also state clearly that ADM will be notified before such costs are incurred.

4.3 Cost Of Services

4.3.1 Total All-Inclusive Maximum Price:

The cost proposal shall contain all pricing information relative to performing the engagement as described in the RFP. The total all-inclusive maximum price to be bid is to contain all costs including out-of-pocket expenses.

The State of West Virginia and ADM are not responsible for and will not reimburse any entity for expenses incurred in preparing and submitting the proposal or the sealed dollar cost proposal.

The first page of the cost proposal should include the following information:

- a. Name of Firm

- b. A total all-inclusive maximum price for the one-year engagement of fiscal year 2007 (See Appendix A); and
- c. A total all-inclusive maximum price for the one-year engagement of fiscal year 2008 (See Appendix A).

4.3.2 Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each:

Following the first page, the cost proposal must include a schedule of professional fees and expenses, presented in the format provided in Appendix A of this RFP, that supports the total all-inclusive maximum price.

4.3.3 Out-of-Pocket Expenses in the Total All-Inclusive Maximum Price and Reimbursement Rates:

All estimated out-of-pocket expenses must be included in the cost proposal as part of the total all-inclusive maximum price submitted by the firm.

4.3.4 Rates for Additional Professional Staff:

If it should become necessary for ADM to request the firm to render any additional services either to supplement the services requested in this RFP or to perform additional work unforeseen at the issuance of the RFP but necessary to fulfill results required under this RFP, then such additional work shall be performed only if set forth in a written change order to the contract between ADM and the firm and is subject to approval by the West Virginia Purchasing Division. Any such additional work agreed to between ADM and or the agencies and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost proposal.

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

4.4 Evaluation Process:

4.4.1 Method of Evaluation:

The proposals will be evaluated by a committee of five (5). The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract.

The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.4.2 Additional Mandatory Criteria:

- a. The firm must be independent and licensed to practice in West Virginia;
- b. The firm's professional personnel shall have received adequate continuing professional education within the preceding two years;
- c. The firm shall have no conflict of interest with regard to any other work performed by the firm for the State of West Virginia;
- d. The firm shall submit a copy of its most recent external quality control review report and the firm has a record of quality audit work;
- e. The firm shall adhere to the instructions in the RFP on preparing and submitting the proposal; and
- f. All requirements must also be met by joint proposers.

4.5 Evaluation Criteria:

The following are the evaluation factors and maximum points possible for technical point scores:

A.	Responsiveness of proposal in clear language stating an understanding of the work to be done	5 Points Possible
B.	Qualifications Firm (15 points) Staff (10 points)	25 Points Possible
C.	Experience	10 Points Possible
D.	Approach	15 Points Possible
E.	Audit work plan	15 Points Possible
F.	Cost	30 Points Possible
	Total	100 Points Possible

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

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

4.6 **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed immediately above in Sections A-E. The minimum qualifying score on the technical portion is 49 points. 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 Vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserve 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.

APPENDIX A

DEPARTMENT OF ADMINISTRATION

COST PROPOSAL
(All Inclusive)

FISCAL YEAR 2007

	Hours	Hourly Rate	Total
Partners		\$	\$
Managers			
Supervisory Staff			
Audit Seniors			
Other (Specify Position)			
Total Maximum Fee			\$

Cost evaluations will be based on the total maximum fee. It is preferred that all vendors complete the above pricing page rather than submitting a separate quote. Cost proposals should be submitted in a separate sealed envelope from the technical proposal and be clearly marked.

APPENDIX B

DEPARTMENT OF ADMINISTRATION
TIMETABLE FOR COMPLETION OF AUDIT

Required Submission/ Event	Required Completion/Submission Date
Entrance Conference	Within three (3) weeks of award of contract
Any interim work must be completed	June 8, 2007
Detailed Audit Plan	June 22, 2007
Field Work to begin (No Later Than) - Federal Awards - CAFR	August 17, 2007 October 12, 2007
Tests of Federal Awards substantially complete	October 26, 2007
Closing conferences with agencies substantially complete	November 16, 2007
Draft CAFR Audit Report	November 30, 2007
Draft Single Audit findings and other management comments	December 7, 2007
Final CAFR audit report	December 14, 2007
Final Single Audit findings	January 25, 2008
Final Single Audit Reports	February 22, 2008

APPENDIX C

ENTITIES AUDITED
ON A
STAND-ALONE BASIS

AGENCY NAME

Alcohol Beverage Control Administration
Board of Risk and Insurance Management
Board of Treasury Investments
Consolidated Public Retirement Board
Economic Development Authority
Educational Broadcasting Authority
Bureau of Employment Programs/Workforce Investment
Water Pollution Control Revolving Fund - (DEP) A-133 version also
Housing Development Fund
Jobs Investment Trust
West Virginia Lottery
Parkways, Economic Development, and Tourism Authority
Public Employees Insurance Agency
WV College Prepaid Tuition and Smart 529 Savings Program
Public Defender Corporations (18)
Racing Commission
Regional Jail and Correctional Authority
School Building Authority
Solid Waste Management Board
State Road/Highways/DOT
Water Development Authority
Drinking Water Treatment Revolving Fund (WDA) (loan funds)
Drinking Water Treatment Revolving Fund (DHHR) (set-aside funds)
Workers' Compensation Fund/Insurance Commission
WV Infrastructure & Jobs Development Council
WV Investment Management Board
WV State Rail Authority
Higher Education (18 institutions, including WVNET and Higher Education Policy Commission)

STATE OF WEST VIRGINIA
Purchasing Division

041

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 exceeds 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: _____