



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
PDS201110

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

PUBLIC DEFENDER SERVICES
 BUILDING 3, ROOM 330
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0730 558-3905

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/12/2011				

BID OPENING DATE: 04/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO PROVIDE ANSWERS TO THE TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (PDS201110).						
BID OPENING DATE REMAINS: 04/28/2011						
BID OPENING TIME REMAINS: 1:30 PM						
0001	1	LS		946-20		
AUDITING SERVICES FOR 17 PUBLIC DEFENDER CORPS						
***** THIS IS THE END OF RFQ PDS201110 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

1. Are any of the accounting records for individual PDS corporations maintained by the WV Public Defender Services (the Agency)? If yes, please provide a detailed description of the records.

A1 - Yes. Selected records are maintained by WVPDS. WVPDS maintains a line-item budget, an office directory, board lists, funding contracts, and limited salary information. Additionally, some policies and procedures are maintained by WVPDS. The policies and procedures may be accessed on the website by selecting the Public Defender Corporation link on the website www.wvpds.org. From this, several links to governing documents and the FY 2010 audits are available.

2. Is it possible for any audit procedures for individual PDS corporations to be performed centrally at the Agency location? Have any audit procedures been performed at the central Agency location in the past?

A2 - Audit procedures cannot be performed centrally at WVPDS as the accounts are not maintained here. However, WVPDS can provide an overview of the budgetary process, chart of accounts, policies and procedures and general operating guidelines. Most Corporations use a version of QuickBooks Premier; thus, some portions of the audits may be done outside of the Corporation.

3. Are the records for each PDS corporation centrally located? Please identify any PDS corporations for which the records are not located in one central location.

A3 - No. Each Public Defender Corporation operates as a separate legal entity that acts in cooperation with fulfilling WVPDS mission guidelines according to WV Code §29-21 *et seq.* There are 18 Corporations (17 organizations as the 6th/24th Public Defender Corporation acts as a merged entity) having 22 separate sites. Addresses of offices may be found on the website.

4. Who prepares the federal form 990 for each nonprofit corporation? Were any additional services provided by the prior audit firm under separate contracts to the nonprofit corporations?

A4 - Each Public Defender Corporation files the FORM 990 individually. In some instances, a Public Defender Corporation contracts with a local CPA firm or they may choose to complete the FORM 990 internally. No other services were provided to the Corporations under separate contracts.

5. Does the Agency (WV Public Defender Services) or the management of each individual PDS corporation prepare the Management's Discussion and Analysis (MD&A) included in the financial statements as required supplementary information?

A5 - WVPDS does not take part in the preparation of the MD&A. For FY2010, the external auditor completed the MD&A.

6. Do the individual PDS corporations prepare their financial statements? Or is the auditor expected to draft the financial statements?

A6 - Each Public Defender Corporation usually prepares cash basis reports. From these reports, the financial statements are drafted with the auditor. FY2010 Audit reports are available on the website.

7. Are payroll procedures centralized at the Agency or does each individual PDS corporation maintain its payroll records and write its payroll checks?

A7 - WVPDS does not provide payroll services or support to any Public Defender Corporation. Each Corporation is responsible for its own policies, procedures, and maintenance. As such, Public Defender Corporations may have differing payroll schedules.